

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 15, 2008

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the January 8, 2008 regular meeting

AWARDS AND PROCLAMATIONS

- **Proclamation:**
 - Crime Stoppers Month.

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. **Dorothy Clodfelter**-Smoking Ban, Freedom to Choose.
2. **Diane Tinker**-Proposed Clean Air Ordinance.
3. Cindy Claycomb-Clean Indoor Air Ordinance.
4. **Roger L. Smith**-Public Health Rationale for Implementation of a Clean Indoor Air Ordinance.
5. **Ty Kane**-Sedgwick County Health Department's Division of Health Promotion and Protection-Health Impact of Second-hand Smoke.

CONSENT AGENDA

6. Report of the Board of Bids and Contracts Dated January 14, 2008

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

7. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Lethanh T. Le	Broadway Supermarket	1336 North Broadway
Clinton E. Davidson	Checkers K15	1915 East Pawnee Street
Jim Ross	Rossco, Inc.	825 East 2nd
<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Ned Goynes	Arthur B. Sim Municipal Golf Course*	2020 West Murdock Street

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and
approval.

8. Preliminary Estimates:

- a. 2007 Sanitary Sewer Rehabilitation, Phase F (various locations south of 13th Street North, east of Meridian) (468-84444/620498/667615) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$386,500.00
- b. Water Distribution System to serve Stonebridge 2nd Addition (north of 13th Street North, west of 159th Street East) (448-90293/735395/470068) Does not affect existing traffic. (District II) - \$133,000.00
- c. Water Distribution System to serve Cross Pointe 2nd Addition (south of 21st Street North, east of Greenwich) (448-90352/735397/470070) Does not affect existing traffic. (District II) - \$36,500.00
- d. Planeview Football Field Phase 1 (South Site) (west of Oliver, north of 31st Street South) (472-84503/785065/785111/395197/397221) Does not affect existing traffic. (District III) - \$399,506.00
- e. Main 24 Four Mile Creek Sewer to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (468-84429/622106/677134) Does not affect existing traffic. (District II) - \$300,000.00
- f. Lateral 1, Main 24 Four Mile Creek Sewer to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (468-84432/744256/480945) Does not affect existing traffic. (District II) - \$211,000.00
- g. Water Distribution System to serve Monarch Landing 2nd Addition (north of 21st Street North, west of 159th Street East) (448-90334/735398/470071) Does not affect existing traffic. (District II) - \$204,000.00
- h. Storm Sewer Improvements for the intersection of Tara and Tipperary to serve Vickridge 2nd Addition (north of Central, east of Rock Road) (468-84447/660532/857108) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$44,980.00

RECOMMENDED ACTION: Receive and file.

9. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.

10. Agreements/Contract:

- a. Cooperative Agreement with Heartland PTAC.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

11. Narcotic Seizure Fund Budget.

RECOMMENDED ACTION: Adopt the budget for the Narcotic Seizure Fund.

12. December 2007 Monthly Contracts and Agreements Report to Council.

RECOMMENDED ACTION: Receive and File.

13. Minutes of Advisory Boards/Commissions:

Deferred Compensation Board, May 2, 2007
Deferred Compensation Board, May 24, 2007
Deferred Compensation Board, July 26, 2007
Deferred Compensation Board, September 25, 2007
Wichita Employees' Retirement Board Police and Fire Retirement Board, October 4, 2007
Police and Fire Retirement System, October 24, 2007
Deferred Compensation Board, November 1, 2007
Wichita Historic Preservation Board, November 5, 2007

RECOMMENDED ACTION: Receive and file.

14. Purchase Option, Pioneer Balloon. (District I)

RECOMMENDED ACTION: Waive the notice requirement and adopt the Resolution approving the Special Warranty Deed, the Bill of Sale, and the Termination of Lease Agreement and authorize necessary signatures.

15. Payment of Condemnation Award to Acquire Property near 29th Street and Maize Road. (District V)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court of the appraisers' award in the amount of \$57,500.00, together with the related costs and fees of \$16,647.00 as per journal entry, for acquisition of these temporary and permanent easements.

16. Payment of Condemnation Award to Acquire Property in Pawnee Ranch Addition for Construction, Maintenance, and Improvement of a Bike Path. (District III)

RECOMMENDED ACTION: Authorize payment to the Clerk of the District Court of the appraisers' award in the amount of \$122,000.00, together with the related fees of \$13,500.00 as per journal entry, for acquisition of these properties.

16a. Petitions for Public Improvements:

- a. **Construct a Sanitary Sewer for Edgewater Addition, south of 45th Street North, west of Hoover. (District V)**

17. Second Reading Ordinances: (First Read January 8, 2008)

- a. Nuisance Abatement Assessments.

An ordinance making a special assessment to pay for the cost of cutting weeds in the city of Wichita, Kansas.

An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (lot cleanup) under the provision of section 7.40.050 of the code of the City of Wichita, Kansas. Be it ordained by the governing body of the City of Wichita, Kansas.

- b. Sidewalk Repair Assessment Program.

An ordinance making a special assessment to pay for the improvement of and providing a tax levy for the cost of construction of sidewalks in the City of Wichita, Kansas.

- c. Abatement of Dangerous and Unsafe Structures.

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building condemnation-demolition) under the revision of sections 18.16.010 to 18.16.090 of the code of the city of Wichita, Kansas.

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (building emergency board-up) under the provision of sections 18.16.010 to 18.16.090 of the code of the City of Wichita, Kansas.

- d. Bonding Ordinance-South Broadway Viaduct, south of 31st Street South. (District III)

An ordinance declaring south Broadway bridge (472-84597) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

(Item 17 continued)

- e. Ordinance Changes to the City of Wichita Mechanical Code (Title 22), adopting the 2006 International Mechanical Code and the 2006 International Fuel Gas Code, with local amendments.

An ordinance adopting the 2006 international mechanical code and City of Wichita amendments thereto, amending sections 22.04.010, 22.04.022, 22.04.031, 22.04.034, and 22.04.036.16, creating sections 22.04.022 and 22.04.036.20 and repealing the originals of sections 22.04.010, 22.04.012, 22.04.022, 22.04.025, 22.04.030, 22.04.031, 22.04.034, 22.04.036.1, 22.04.036.3, 22.04.036.5, 22.04.036.7, 22.04.036.9, 22.04.036.11, 22.04.036.13, 22.04.036.14, 22.04.036.14a, 22.04.036.15, 22.04.036.16, 22.04.036.17, 22.04.036.19, 22.04.036.23, 22.04.036.24, 22.04.037, and 22.04.037.4 of the code of the City of Wichita, Kansas.

An ordinance adopting the 2006 international fuel gas code and City of Wichita amendments thereto, creating sections 22.05.010, 22.05.020, 22.05.030, 22.05.040 and 22.05.050 of the code of the city of Wichita, Kansas.

- f. Public Hearing and Issuance of Industrial Revenue Bonds, American Baptist Estates. (District IV)

An ordinance authorizing the City of Wichita, Kansas, to issue its health care facilities revenue bonds, series I, 2008 (American Baptist Estates, Inc.), in the aggregate principal amount of not to exceed \$3,155,000 for the purpose of providing funds to acquire, construct and equip a health care facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

- g. Amendment of Redevelopment Plan - Douglas and Hillside Redevelopment District. (District II)

An ordinance authorizing the issuance of full faith and credit tax increment bonds of the city of Wichita, Kansas to pay all or a portion of the costs of acquiring real property, demolition of existing structures, and design and construction of street improvements, public art, utility relocation, landscaping and decorative lighting in the public right-of-way, public parking facilities and park improvements in the Douglas and Hillside redevelopment project area.

- h. Issuance of Special Obligation Tax Increment Financing Bonds, Broadway Plaza Home Depot Project. (District IV)

An ordinance authorizing and providing for the issuance of special obligation tax increment revenue bonds (Broadway Plaza Project), of the City of Wichita, Kansas, in an aggregate principal amount not to exceed \$2,450,000, for the purpose of providing funds to pay certain redevelopment project costs in connection with a redevelopment plan; and making certain covenants with respect thereto.

- i. ZON2007-00055 – Zone change from “SF-5” Single-Family Residential to “GC” General Commercial. Generally located on the east side of Ridge Road approximately 300 feet south of W. Taft Ave, 544 and 560 South Ridge Road. (District V)

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

(Item 17 continued)

- j. ZON2007-57 - City Zone change from "MF-29" Multi-Family to "LC" Limited Commercial. Generally located southeast of the intersection of Meridian and Merton, 1702 South Meridian Avenue. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- k. SUB 2006-18 -- Plat of Westport Third Addition located west of Tyler Road and on the north side of Kellogg. (District V)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- l. SUB 2007-44-Plat of Skyway West Addition located on the southwest corner of Maize Road and 31st Street South. (District IV)

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- m. A08-01R-Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located southwest of the intersection of 53rd Street North and Meridian Avenue. (District VI)

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the City of Wichita, Kansas. (A08-01)

RECOMMENDED ACTION: Adopt the Ordinances.

NEW BUSINESS

18. Downtown High-Rise Facade Financing. (Districts I and VI)

On March 20, 2001, the City Council approved a Facade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property.

RECOMMENDED ACTION: Approve the use of up to twenty years special assessment financing for facade improvements to seven high-rise buildings in the downtown area, as requested by Real Development, subject to the satisfactory completion of the Facade Improvement Program procedures, including the filing of petitions, financial due diligence, legal review, approval and publication of bonding ordinance and design reviews.

19. Approval of the Resolution to allow Wichita Festivals, Inc. to gate A. Price Woodard Park for River Festival 2008. (District IV)

Wichita Festivals, Inc. has requested permission to fence and charge admission at A. Price Woodard Park from May 9 through May 17, 2008, as part of the Wichita River Festival.

RECOMMENDED ACTION: Adopt the resolution to allow the gating of the event to be held at A. Price Woodard Park as part of the Wichita River Festival.

20. Revision of Section 11.52.020 (25), Relating to ADA Accessible Parking.

For approximately 15 years, the City of Wichita has enforced provisions to its parking requirements that recognized the privileges granted to individuals with state-issued permits that allow parking in ADA accessible parking stalls.

RECOMMENDED ACTION: Approve the revision of Section 11.52.020 (25) of the City Code and place the ordinance on first reading.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

21. CON2007-38 – Conditional Use for an accessory apartment; generally located west of 127th Street East and north of Douglas Avenue, on the east side of Jackson Heights Street. (District II)

RECOMMENDED ACTION: 1. Concur with the findings of the MAPC and approve the Conditional Use, subject to its conditions including the voluntary restrictive covenant (requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest); OR
2. Deny the application, by making alternative findings, and override the MAPC recommendation (requires a two-thirds majority vote to override the MAPC's recommendation); OR
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

22. *DED 2007-32-Dedication of a Utility Easement and Street Improvement Agreement located west of Seneca and north of 55th Street South. (District IV)

RECOMMENDED ACTION: Accept the Dedication, approve the Agreement, and authorize necessary signatures.

23. *DED 2007-37-Dedication of a Utility Easement located west of West Street and South of Harry. (District IV)

RECOMMENDED ACTION: Accept the Dedication.

24. *A07-19R-Request by Cory Shackelford of LCS Enterprises, Inc. to annex land generally located east of 143rd Street East, between Pawnee Road and Harry Street, (Island Annexation). (District II)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.
*Consent items

25. *Host International - S.A. No. 5 - Restaurant and Concession Operations, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 5 and authorize the necessary signatures.

26. *Wichita Mid-Continent Airport, Runway Shoulder and Blast Pad Rehabilitation, Change Order One.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

CITY COUNCIL

27. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

RECEIVED
DEC 17 2007
FINANCE

HEARTLAND PTAC

Heartland Procurement Technical Assistance Center
Missouri Southern State University
Matthews Hall, Room 107 • 3950 E. Newman Rd. • Joplin MO 64801-1595

December 14, 2007

Melinda Walker
City Hall - Wichita
455 N. Main, 12th Floor
Wichita, KS 67202

Dear Ms. Walker:

Missouri Southern State University (MSSU) has received the Cooperative Agreement funding the procurement centers for Heartland PTAC, calendar year 2008. Based on this Cooperative Agreement with the Department of Defense (DoD) and your proposal, MSSU is enclosing the original and two copies for your review. If the subcontract meets with your approval, please obtain the signature of the appropriate authorized official on the original and the copies. The original and the two copies should be returned to me upon completion. A fully executed copy will be returned for your files after the final signature has been secured.

Please note that the Agreement Number has not changed from last year. Department of Defense administered modifications to last year's Agreement Numbers for PTACs rather than giving us new numbers.

Also please note, Article V, Section 5, states that this contract is contingent on federal funds appropriated to DoD.

We appreciate your good work and look forward to another successful year. Please call me if you have any questions regarding the subcontract.

Sincerely,



Terri D. Bennett
Program Manager

Enclosures

MISSOURI SOUTHERN STATE UNIVERSITY
SUBCONTRACT UNDER THE DEPARTMENT OF DEFENSE
COOPERATIVE AGREEMENT NO. SP4800-04-2-0390

ARTICLE 1: PROGRAM

SECTION 1: Parties and Allocation of Funds

Subcontractor: The City of Wichita, Kansas

University: Missouri Southern State University, acting through Heartland Procurement Technical Assistance Center (PTAC)

DLA Code: Wichita - 4

Program Title: Procurement Technical Assistance Program (PTAP)

Subcontract No.: SP4800-04-2-0390

Subcontractor Director: Janice Briggs

Missouri Southern State University Account No.: 221008

Program Manager: Terri D. Bennett

Time Period: 1 Jan 2008 - 31 December 2008

Federal Funds Allocated: \$9,278

Subcontractor Total Match (Non-Federal Contribution): \$23,333

Cash (Salary, Fringe, Travel, Supplies, & Other Match) Contribution: \$23,333

Prime Grantee: Missouri Southern State University, acting through Heartland Procurement Technical Assistance Center (PTAC)
3950 Newman Road
Joplin, Missouri 64801-1512
(Hereinafter referred to as **University**)

Key Contacts: Program Manager – Terri D. Bennett
Subcontractor's Wichita Center Director – Janice Briggs

Service Area: Kansas County: Sedgwick

Missouri Counties: None Specified

SECTION 2: Purpose

This Agreement is entered into to assist **Subcontractor** in providing marketing and technical assistance to business firms in selling their goods and services to DoD, other federal agencies, and state and local governments to assist DoD and others in their acquisition goals and at the same time enhancing the business climate and economies of the communities being served.

SECTION 3: Components

The documents contained herein are available upon request and are incorporated by reference and shall be binding upon the **Subcontractor**. **Subcontractor** agrees to comply with the following: Chapter 142 of Title 10, United States Code, as amended; OMB Circulars; DLA Cooperative Agreement Program Regulation for implementation of the DoD Cooperative Agreement Program; Cooperative Agreement Award Document; "Solicitation for Cooperative Agreement Application" (SCAA), Calendar Year 2008, proposal submitted by Missouri Southern State University; and the current Heartland PTAC Standard Operating Procedures (SOP).

SECTION 4: Nature of Relationship

Subcontractor herein is an independent contractor and shall not act as an agent for the University, nor shall it be deemed to be an employee of the **University** for any purposes whatsoever. The **Subcontractor** shall not enter into any agreement or incur any obligations on the **University's** behalf, or commit the **University** in any manner without the **University's** prior written consent.

ARTICLE II: PROGRAM SERVICES

SECTION 1: Service Area

Primary attention shall be devoted to small businesses located within the service area as defined in Article 1, Section 1. General services shall be provided within the service area.

SECTION 2: General Services

The **Subcontractor** agrees to develop, manage and operate a Procurement Technical Assistance (PTA) center for businesses in the designated Kansas county. Businesses referred to the Heartland PTAC will be provided the following services:

- (a) General consultation and information on the Department of Defense and federal government prime and sub-contract markets;
- (b) Automated matching of firm's product, manufacturing or service capabilities with major military and civilian buying agencies;
- (c) Instruction in the completion of the bidder application forms;
- (d) Identifying defense and civilian agency contracting and sub-contracting opportunities and make appropriate referrals to Kansas firms;
- (e) Providing information on specifications and standards, bar coding packaging and other areas needed to bid;
- (f) Reviewing bid packages to insure client understanding of bid requirements;
- (g) Providing information and training regarding contract administration and other areas as needed; and
- (h) Records and data collection procedures.

SECTION 3: Contracted Services

The **Subcontractor** shall, under the terms and conditions of this agreement, deliver services to the listed categories stated in the Goal section of the "Procurement Technical Assistance Cooperative Agreement Performance Report" (DLA Form 1806) in accordance with the terms of this agreement. **Subcontractor** Program Goals are shown on Exhibit A.

SECTION 4: Program Guidelines

Subcontractor acknowledges receipt and agrees to abide by all applicable terms (including Section VII: Post Award Administration, which sets forth the policies and procedures to be followed in administering cooperative agreements; Section VIII: Option to Extend the Term of the Cooperative Agreement, which include the policies and procedures for option years, and Section IX: Clauses, which contains the clauses that apply to cooperative agreement Policies and Standards) contained in the Solicitation For Cooperative Agreement Applications (SCAA).

Subcontractor agrees to:

- (a) Locate the center strategically to provide maximum accessibility and benefits to the small businesses that the center is intended to serve.
- (b) Provide for client reception and registration. The client will not be required to fill out the central information, such as name, type of business, location, etc., more than once per fiscal year.
- (c) Operate a forty (40) hour week basis throughout the calendar year. Staff vacations and holidays will conform to the policy of the **Subcontractor's** host organization.
- (d) Provide the Program Manager with written notice of the termination and hiring of all permanent staff. The Program Manager will be offered the option to participate in the interviews of the top two candidates for the position of regional director.
- (e) Have the center regional director or a designated representative attend all of the Directors' Meetings as called by the Program Manager.
- (f) Ensure all employees abide by confidentiality of client information as stated in the Client Information Form.

ARTICLE III: REPORTING REQUIREMENTS

SECTION 1: Report Submission Dates

Subcontractor shall provide reports and data as outlined in the "Heartland PTAC Standard Operating Procedures (SOP)." All information included in the Procurement Technical Assistance Cooperative Agreement Performance Report (DLA 1806) is required by the SCAA on a semi-annual basis, and is due ten days after the end of the semi-annual period. The statistical data is required on a monthly basis and will be input electronically by the **Subcontractor** through a web-based program specified by the **University** not later than 10 days after the end of each month.

SECTION 2: Proper Interim Reimbursement Procedures

Subcontractor shall submit reimbursement documents for payment of costs using the following forms: 1) the Project Invoice Report (PIR), Exhibit C; and 2) the Financial Status Report (FSR), Exhibit D. Interim requests for reimbursement of approved costs during the subcontract period shall be made no more frequently than monthly and not less frequently than quarterly. Interim requests shall be due no later than 10 days after the end of each three-month quarter.

SECTION 3: Program Income Reporting, If Applicable

All program income shall be reported on the "Project Invoice Report" (PIR Exhibit C) and on Standard Form 269, Financial Status Report" (FSR Exhibit D) at the same time and frequency as stated in Section 2 and 4 of this Article. **Subcontractor** is responsible for establishing a separately identifiable program income account to facilitate financial reporting. All fees and service charges collected by the **Subcontractor** for procurement training in the form of workshops, seminars, conferences, etc., shall be added to the total program cost as stated by the SCAA. The **University** shall bill clients for using the bid matching and counseling services and keep any monies collected from bid matching and counseling services.

Program Income is defined as gross income received by the **Subcontractor** from cooperative agreement supported activities. It includes training fees received from other PTA centers and organizations. Such earnings exclude interest earned on advances. It may also include, but is not limited to, income from service fees, reimbursement for expenses incurred in conducting the program, sale of commodities, usage fees and royalties on patents and copyrights. It may be reported by the recipient on a cash or accrual basis, whichever is used for reporting purposes. (Program income is further defined in "OMB Circular A-110.")

SECTION 4: Proper Final Reimbursement Procedures

Final reimbursement requests shall be due no later than 45 days after the expiration or termination of the subcontract. The final PIR and FSR shall include all expenditures for the project period incurred against Federal Funds, **Subcontractor** Total Match and Program Income.

SECTION 5: Certification and Payment Process

Subcontractor's Financial Officer shall certify the reimbursement documents as to their accuracy and propriety. Payment of proper and correct requests shall be made by the **University** upon completion of the processing of the reimbursement documents. Reimbursement documents are to be forwarded to:

Nancy Short
Missouri Southern State University
3950 Newman Road
Joplin, MO 64801-1512

ARTICLE IV: FINANCIAL ISSUES

SECTION 1: Allowable Costs and Amendments

Subcontractor expenditures shall be in accordance with the line items of the Budget Information --Non-Construction Programs, Exhibit B. Prior approval must be requested in writing using the "Exhibit F: Budget Amendment" form and justification as described in the Heartland PTAC SOP and obtained from the **University's** Program Manager in writing for any budget revisions including fund transfers between cost categories when cumulative amounts of such transfers exceed, or are expected to exceed, ten (10) percent of total budget and as required for other reasons by OMB Circular A-110. Maximum reimbursement under this subcontract shall not exceed the Federal Funds Allocated under Article 1, Section 1.

SECTION 2: Non-Federal Contribution Amount

Subcontractor agrees to provide a contribution from non-federal sources, excluding Program Income (as defined in OMB Circular A-110) in the amount stated in Article 1, Section 1 of **Subcontractor's** Total Match. These matching expenditures shall be reported and certified to their accuracy by **Subcontractor's** Financial Officer on the reimbursement documents (Exhibits C & D). **Subcontractor** is required to contribute the entire amount of match as stated in Article 1: Program, Section 1, as proposed by **Subcontractor**. An amendment to reduce match must be approved in advance by the Program Manager. If **Subcontractor** does not contribute contracted

match, **University** may reduce the federal reimbursement to **Subcontractor** at a prorated rate.

SECTION 3: Cash Contribution Requirements

Subcontractor is required to ensure that cash contribution in an amount not less than \$23,333 as set forth in Article 1, Section 1, Cash Contribution. This cash contribution shall not include indirect costs of any kind, inkind contributions, or program income derived from activities supported in whole or in part with federal or match funds. Further, the cash contribution shall not include:

- (a) funds contributed from other federal sources, and
- (b) program income other than as stated in the SCAA or fees collected from recipients of assistance, whether collected by **University**, **Subcontractor** or any other participants in applicant organization for unidentified and/or contingent costs in the budget proposal.

SECTION 5: Financial Records

Subcontractor agrees to maintain complete and accurate records and supporting documentation to support and facilitate any financial and/or program audit. There shall be a separate accounting for funds received and costs incurred under this subcontract in the accounting records of the **Subcontractor**. Those records shall reflect costs incurred by appropriate category of expense.

SECTION 6: Certification of Match

Subcontractor shall identify the source of all funds used as cash, inkind, or indirect match from any and all sources, including those of **Subcontractor** and all other entities, as requested by the **University**. **Subcontractor** further certifies that all match included in Exhibit E: "Certification of Match" is committed solely for this project and is derived from non-federal sources. **Subcontractor** shall attach a Letter of Commitment from each entity stating the Amount of Commitment and the source of those funds.

SECTION 7: Budget Implications from Vacant Positions:

Subcontractor agrees to issue an "Exhibit F: Budget Amendment" form that reflects the reduction in Federal Funds resulting from a vacant position. Federal Funds in the Personnel and Fringe Benefit line items resulting from a position vacancy may not be transferred to other line items of the budget without the prior written approval of the Program Manager. The **Subcontractor's** Regional Director or other designated individual will notify the Program Manager within 15 days of a vacancy to discuss when the position is expected to be filled. The Federal Funds allocated to the Salary and Fringe benefit line items for the vacant position will be returned to the **University** via the "Exhibit F: Budget Amendment" form to be used by other regional centers within the State of Kansas, unless the Program Manager approves in writing the request to retain the funds. **Subcontractor** agrees to relinquish all rights to any funds that result from a vacancy by issuing an amendment in a prompt manner as requested by the Program Manager.

ARTICLE V: GENERAL TERMS AND CONDITIONS

SECTION 1: Record Retention

Subcontractor shall retain all of its records, books and other documents relevant to this subcontract for a period of three (3) years after final payment or the completion of an audit, whichever is longer.

SECTION 2: Audit

Subcontractor agrees to have the funds under this subcontract included in the **Subcontractor's** annual audit conducted under OMB Circular A-133 or A-128, whichever is applicable.

Subcontractor shall furnish University with one copy of the report that results from the audit to:

Nancy Short
Missouri Southern State University
3950 Newman Road
Joplin, MO 64801-1512

Subcontractor's failure to comply will result in the mandatory exercising of Article V, Section 3, by the University. Subcontractor further agrees that governmental auditors, the University and/or their representatives shall have access for the purpose of audit or examination to any of the books, documents, papers, client files, and financial records under this subcontract at any reasonable time. Subcontractor agrees that any audit disallowance shall be the sole responsibility of Subcontractor.

SECTION 3: Termination

This subcontract may be terminated by either party hereto by giving written notice to the other party thirty (30) days in advance of a specified date of termination. Should performance by the Subcontractor be so terminated, the Subcontractor shall be reimbursed for reasonable costs and commitments to date of termination but only to the extent that such costs and commitments are reimbursable to the University under the terms of the prime contract (cooperative agreement) from the Department of Defense's Defense Logistics Agency (DLA).

SECTION 4: Subcontracting

No portion of the work to be performed under this subcontract shall be assigned or subcontracted in any way without the specific written approval of the Program Manager.

SECTION 5: Contract Contingent on Federal Funds

This contract is subject to the availability of federal funds as appropriated to Department of Defense's Defense Logistics Agency (DLA) and contracted with the University.

IN WITNESS WHEREOF the parties hereto have executed this Subcontract as of the day and year stated below.

Missouri Southern State University

By _____ Date _____
Signature of Authorized Official

Robert Yust Interim Vice President of Business Affairs
Typed name of official Title

Subcontractor

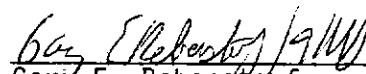
By _____ Date _____
Signature of Authorized Official

Carl G. Brewer Mayor
Typed name of official Title

ATTEST:

APPROVED AS TO FORM:

Janis Edwards
Deputy City Clerk


Gary E. Rebenzorf
Director of Law

EXHIBITS

Exhibit A: Planned City of Wichita Program Goals for CY 2008

Exhibit B: Budget Information-Non-Construction Programs

Exhibit C: Project Invoice Report (PIR)

Exhibit D: Financial Status Report (FSR)

Exhibit E: Certification of Match

Exhibit F: Budget Amendment

TITLE: DLA 1806 Worksheet (2008)

Exhibit A

CENTER: City of Wichita

- | | | |
|------------------------------------|------------------------|-----------------------------|
| 1. Cooperative Agreement Recipient | 2. Date Prepared | XXXXXX |
| 3. Report Number | 4. Periods Covered | from 1/1/2008 to 12/31/2008 |
| 5. Award Information | 6. Budget Data | |
| a. | a. Total Program Cost: | |

<u>DATA ELEMENTS</u>	<u>Current</u> <u>Period</u>	<u>Cumulative</u> <u>to Date</u>	<u>City of Wichita</u> <u>Goals</u> <u>2008</u>
(7) Active Client Base			
(8) Number of Sponsored Outreach Events			0
(9) Number of Supported but Non-Sponsored Outreach Events			0
(10) Total attendees at Outreach Events in (8) & (9)			
(11) Initial Counseling Sessions with all Small Business Concerns			40
(a) Small Disadvantaged Business Concerns			15
(b) Woman-Owned Small Business Concerns			25
(c) HUBZone Small Business Concerns			1
(d) Service-Disabled Veteran-Owned Small Business Concerns			0
(12) Initial Counseling Sessions with other than Small Business Concerns			0
(13) Initial Counseling Sessions with Distressed Area Concerns			0
(14) Follow-up Counseling Sessions with All Small Business Concerns			72
(a) Small Disadvantaged Business Concerns			24
(b) Woman-Owned Small Business Concerns			45
(c) HUBZone Small Business Concerns			3
(d) Service-Disabled Veteran-Owned Small Business Concerns			0
(15) Follow-up Counseling Sessions with other than Small			0
(16) Follow-up Counseling Sessions with Distressed Area Concerns			0

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$ 0.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories		GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
		(1)	(2)	(3)	(4)	
a. Personnel		\$	\$	\$	\$	\$ 0.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual						0.00
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)		0.00	0.00	0.00	0.00	0.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
7. Program Income		\$	\$	\$	\$	\$ 0.00

Exhibit B

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	0.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$	0.00 \$	0.00 \$	0.00 \$	0.00
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	\$	\$	\$	\$	\$
13. Federal	0.00 \$		\$	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$	0.00 \$	0.00 \$	0.00 \$	0.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				(e) Fourth
	(b) First	(c) Second	(d) Third		
16.	\$	\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00 \$	0.00 \$	0.00 \$	0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

INSTRUCTIONS FOR THE SF-424A

Exhibit B

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-l - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

Project Invoice Report

Exhibit C

Subcontractor City of Wichita Center Code: 0
 Project Period Invoice Report Period
 Start Date: Start Date:
 End Date: End Date:
 Reimbursement Amount Requested for Current Period:
 Quarter of Submission: Quarter
 Type of Submission: Interim Final
 Indirect Rate: 0.0%
 Indirect Rate Base:

Program Income Report	
Prior Period Balance of Program Income	0
Current Period Program Income Revenues	
Training Revenues	
Sales of Books, Products,	
Advertising/Sponsorships	
Research Work	
Reimbursement of Fees	
Other Revenues	
Total Current Period Program Income Revenues	

Cost Categories	FEDERAL FUNDS			SUBCONTRACTOR MATCH FUNDS			Program Income Expenditures
	Budget	Current Expenditures	Cumulative Expenditures	Unexpended Balance	Budget	Current Expenditures	
Personnel		-	-	-		-	-
Fringe Benefits		-	-	-		-	-
Travel		-	-	-		-	-
Equipment		-	-	-		-	-
Supplies		-	-	-		-	-
Contracting Fees		-	-	-		-	-
Consulting		-	-	-		-	-
Other		-	-	-		-	-
Total Direct Costs		-	-	-		-	-
Indirect Costs € 0.0%		-	-	-		-	-
Grand Total		-	-	-		-	-
Program Income Carried Forward to Following Period							-

I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays are for the purposes set forth in the Subcontract. I further certify that all program income is reported in accordance with Subcontract.

Narrative description of how program income was used to further program objectives.

Signature: _____
 Typed Name: _____
 Title: _____
 Date: _____

(Attach additional narrative comments if necessary)

SBDC - K50

FINANCIAL STATUS REPORT

Exhibit D

(Long Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency		OMB Approval No 0348-0039	Page of pages
3. Recipient Organization (Name and complete address, including ZIP code)					
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual					
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)		To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)	
				To: (Month, Day, Year)	
10. Transactions:		I Previously Reported		II This Period	
				III Cumulative	
a. Total outlays				0.00	
b. Refunds, rebates, etc.				0.00	
c. Program income used in accordance with the deduction alternative				0.00	
d. Net outlays (Line a, less the sum of lines b and c)		0.00		0.00	
0.00				0.00	
Recipient's share of net outlays, consisting of:					
e. Third party (in-kind) contributions				0.00	
f. Other Federal awards authorized to be used to match this award				0.00	
g. Program income used in accordance with the matching or cost sharing alternative				0.00	
h. All other recipient outlays not shown on lines e, f or g				0.00	
i. Total recipient share of net outlays (Sum of lines e, f, g and h)		0.00		0.00	
				0.00	
j. Federal share of net outlays (line d less line i)		0.00		0.00	
				0.00	
k. Total unliquidated obligations					
l. Recipient's share of unliquidated obligations					
m. Federal share of unliquidated obligations					
n. Total Federal share (sum of lines j and m)				0.00	
o. Total Federal funds authorized for this funding period					
p. Unobligated balance of Federal funds (Line o minus line n)				0.00	
Program income, consisting of:					
q. Disbursed program income shown on lines c and/or g above					
r. Disbursed program income using the addition alternative					
s. Undisbursed program income					
t. Total program income realized (Sum of lines q, r and s)				0.00	
11. Indirect Expense		a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed			
		b. Rate c. Base d. Total Amount e. Federal Share			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title				Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official				Date Report Submitted	

FINANCIAL STATUS REPORT

(Long Form)

Exhibit D

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0039), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.	10b.	Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c.	Enter the amount of program income that was used in accordance with the deduction alternative.
5.	Space reserved for an account number or other identifying number assigned by the recipient.	Note:	Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6.	Check <i>yes</i> only if this is the last report for the period shown in item 8.	10d.	e, f, g, h, i and j. Self-explanatory.
7.	Self-explanatory.	10k.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. Do not include any amounts on line 10k that have been included on lines 10a and 10j. On the final report, line 10k must be zero.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	10l.	Self-explanatory.
9.	Self-explanatory.	10m.	On the final report, line 10m must also be zero.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in the same funding period. If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	10n.	o, p, q, r, s and t. Self-explanatory.
10a.	Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	11a.	Self-explanatory.
		11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.



Department of Finance

February 27, 2007

Heartland PTAC
ATTN: Terri Bennett, Program Manager
Missouri Southern State University
Matthews Hall, Room 107
3950 E. Newman Road
Joplin, MO 64801-1595

Subject: 2007 Subcontract Under the Department of Defense
Cooperative Agreement No. SP4800-04-2-0390

Dear Terri:

Enclosed please find three copies of the above mentioned documents for the time period from January 1, 2007 through December 31, 2007 that have been signed and attested by the Director of Law, City Clerk and the Mayor. I look forward to this year and continue to be ever excited about this cooperative agreement between the City of Wichita and Heartland PTAC.

Please let me know if you have any questions regarding this.

Sincerely,

Janice K. Briggs
Contract Compliance Officer

Enclosures

Purchasing Office

City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679

T 316.268.4636 **F** 316.268.4656

www.wichitagov.org

STATEMENT FOR 2008 PROPOSED BUDGET OF CITY OF WICHITA:

We understand we will receive \$9,278 of federal Procurement Technical Assistance (PTA) funds from Missouri Southern State University. In return we will provide the following non-federal matching funds:

Objective Cost Category	Federal	Cost Match	In-Kind	Total Budget
a) Personnel	7,633	18,324		25,957
b) Fringe Benefits	1145	2749		3,894
c) Travel	500	1200		1,700
d) Equipment				
e) Supplies		710		710
f) Contractual Fees				
g) Other		350		350
TOTALS	\$9,278	\$23,333		\$32,611

 Date

SUBCONTRACT BUDGET AMENDMENT

Exhibit F

Project: Heartland PTAC

Center Code: _____

Missouri Southern State University and _____, referred to as Subcontractor, agree to amend the subcontract Exhibit B: Budget Information by transferring funds within budget categories as below stated. The detailed justification for this transfer is attached and incorporated by reference into this document. This Amendment shall not change or alter any other terms or conditions, or duties of the original Subcontract No. _____. This Amendment shall be referred to as Amendment No. _____.

Cost Categories	FEDERAL FUNDS			SUBCONTRACTOR MATCH FUNDS		
	Current Budget	Federal Cash Change	Amended Budget	Current Budget	Cash Match Change	Inkind/Indirect Match Change
Personnel						
Fringe Benefits						
Travel Equipment						
Supplies						
Contracting Fees						
Consulting						
Other						
Total Direct Costs						
Indirect Costs @ _____ %						
Grand Total						

IN WITNESS WHEREOF the parties here to have executed this amendment to the subcontract as of the day and year stated.

Missouri Southern State University

PROGRAM MANAGER: _____
 AUTHORIZED OFFICIAL: _____
 TYPED NAME: _____
 TITLE: _____

SUBCONTRACTOR

REGIONAL DIRECTOR: _____
 AUTHORIZED OFFICIAL: _____
 TYPED NAME: _____
 TITLE: _____
 DATE: _____

City of Wichita
City Council Meeting
January 15, 2008

TO: Mayor and City Council

SUBJECT: Cooperative Agreement with Heartland PTAC

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the contract.

Background: The City of Wichita is committed to ensuring equal opportunity, promoting diversity and enhancing economic opportunities for Emerging and Disadvantaged businesses. It is the policy and commitment of the City of Wichita to provide Emerging and Disadvantaged businesses the maximum opportunity to participate in, compete for and be utilized by the City of Wichita in its procurement of goods and services.

The Finance Department/Purchasing Division is continuously striving to find ways to enhance and improve the Emerging and Disadvantaged Business Enterprise Program. The cooperative agreement between Heartland PTAC and the City of Wichita increases procurement opportunities for Kansas businesses by providing comprehensive technical assistance to businesses interested in selling their goods and services to the federal government.

The mission of Heartland PTAC (HPTAC) is to identify Missouri and Kansas businesses with the potential for market expansion through Department of Defense (DoD) and other government procurement opportunities and assist those viable companies in becoming successful DoD and government contractors. This expands the industrial base and increases competition of DoD goods, which reduces the cost of maintaining a strong national security, and also enhances the economies of Missouri and Kansas.

Another important component of Heartland PTAC is the development of linkages with other programs at the federal, state, and local level. This program works in close cooperation with the Missouri and Kansas Small Business Development Centers' (SBDCs') full services and technology centers. This allows participating firms to receive a full range of business development services, including business management assistance, product development and technology transfer.

Analysis: The Finance Department/Purchasing Division collaborates with Heartland PTAC. This collaboration increases the range of business development services that are offered by the Emerging and Disadvantaged Business Enterprise Program. The services that Heartland PTAC provides include general procurement counseling, assistance with bidder application forms, matching of products and/or services with appropriate buying activities, bid package review, pre-award and post-award assistance, and providing specifications and other information needed to complete government bids. Without this assistance, many of the program's clients might not consider entering the government market.

Financial Considerations: Total cost to the City for the 12-month agreement is \$23,333 in non-federal, in-kind matching funds. The existing EBE program budget already established and included within the Purchasing Division (OCA 037200) is eligible to provide the match. The City of Wichita will receive \$9,278 of federal Procurement Technical Assistance (PTA) funds from Missouri Southern State University.

Goal Impact: The Economic Vitality and Affordable Living Goal is impacted as Wichita area businesses have accesses to potential market expansion through government procurement opportunities, enhancing the quality and diversity of jobs and providing opportunities for the City to partner with economic development stakeholders.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for 12 months beginning January 1, 2008 through December 31, 2008.

Recommendations/Actions: It is recommended that the City Council continue its relationship with Heartland PTAC, approve the contract, and authorize necessary signature.

Attachments: Submittal Letter and Contract.

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council

SUBJECT: Narcotic Seizure Fund Budget

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Adopt the budget for the Narcotic Seizure Fund.

Background: The Wichita Police Department has utilized the Narcotic Seizure Fund for approximately a decade to fund drug related Police operations. The Narcotic Seizure Fund consists of monies from federal, state, and other agencies obtained as a result of investigations into illegal enterprises such as the possession and sale of narcotics. After the judicial process is completed, the funds are awarded to the Department. The Wichita Police Department adheres to stringent state and federal guidelines in accounting for and using the Narcotic seizure funds.

Analysis: The budget for the Narcotic Seizure Fund is adopted to permit the expenditure of funds forfeited to the Wichita Police Department. Federal and state regulations require separate accounts for assets forfeited under different forfeiture programs.

Financial Considerations: As of December 31, 2007, the Narcotic Seizure Fund totaled \$186,316.25. The following budget is recommended for 2008:

<u>Budgeted Item</u>	<u>Amount</u>
Undercover buy money	30,000
Undercover vehicle maintenance/operations	30,000
Undercover Fuel	42,504
Undercover fleet replacements	25,000
Law enforcement training	15,000
Undercover rent	33,000
Annual audit	3,000
Contingency/fund reserve	7,812.25
Total	<u>\$186,316.25</u>

Goal Impact: Provide a safe and secure community by placing an emphasis on eliminating illegal enterprises such as the possession and sale of narcotics.

Legal Considerations: Federal and State laws require local units of government to use forfeited assets to supplement the funds dedicated to law enforcement and prohibits supplanting local funds with forfeited assets.

Recommendations/Actions: Adopt the budget for the Narcotic Seizure Fund.

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
DECEMBER 2007**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Actuarial Services for Self-Funded Automobile Liability, General Liability & Workers Comp. 2005	12/31/2008	Pinnacle Actuarial Resources, Inc.	Finance	1/1/2005 - 12/31/2005	1 - 1 year option
Alternative Correctional Housing Program Audit	12/31/2007	Youngken Consulting	City Manager	1/4/2006 - 12/31/2006	1 - 1 year option
City Maps	12/31/2008	Kansas Blue Print Co., Inc.	Various	1/1/2003 - 12/31/2003	Annual basis
COBRA Administrator for 2005-2006	12/31/2007	Altus Systems, Inc. DBA Altus Benefits Administrators	Finance	1/1/2005 - 12/31/2005	2 - 1 year options
Domestic Violence Service	12/31/2007	Kansas Legal Services, Inc.	City Manager	1/1/2003 - 12/31/2003	Annual basis
Education Services - Defined Contribution Plan	12/31/2007	NestEgg Consulting, Inc. -Educational Services	Finance	1/1/2004 - 12/31/2004	1 - 1 year option
Insurance-2005 Property, Liability & Excess Workmen's Comp Placement Services	12/31/2008	Marsh USA Inc	Finance	1/1/2005 - 12/31/2005	1 - 1 year option
Investment Consulting Services for WER and Police & Fire Departments	12/31/2007	Callan Associates, Inc.	Finance	1/1/2006 - 12/31/2006	3 - 1 year options
Record Keeping Services - Defined Contribution Plan	12/31/2007	Northeast Retirement Services, Inc.	Finance	1/1/2004 - 12/31/2004	1 - 1 year option
Victim's Rights Services	12/31/2008	Correctional Counseling of Kansas	Law	12/30/2003 - 12/31/2004	Annual basis
Wellness Program	12/31/2008	Prevention Services LLC dba Wellness Coaches USA	Finance	1/1/2007 - 12/31/2007	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
PURCHASE ORDERS FOR DECEMBER 2007**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Baughman Co.	PO701314	Engineering Consulting	6,200.00		
MKEC Engineering Consultants Inc.	PO701315	Engineering Consulting	15,700.00		
MKEC Engineering Consultants Inc.	PO701324	Engineering Consulting	19,950.00		
Cook, Flatt & Strobel Engineers PA	PO701432	Engineering Consulting	5,272.00		
Aquaterra Environmental Solutions, Inc.	PO701513	Environmental Consulting	5,846.00		
Baughman Co.	PO701596	Engineering Consulting	23,800.00		
Poe & Associates Inc.	PO701603	Engineering Consulting	9,000.00		
Applied Ecological Services, Inc.	PO701604	Engineering Consulting	23,740.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR DECEMBER 2007**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

EXHIBIT B
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollar (\$1000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Vlamis Enterprises a Kansas general partnership (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, machinery, equipment and other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Bonds, Series IX-A and IX-B, 1994 (Pioneer Balloon) and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of August 1, 1994 by and between the Grantor and Grantee (the "Lease").

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of January 2008.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of January 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO VLAMIS ENTERPRISES AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Industrial Revenue Bonds, Series IX-A and IX-B, 1994 (the "Bonds"), in the aggregate original principal amount of \$6,000,000, in connection with the acquisition, renovation, and equipping of certain facilities described in Schedule I hereto (the "Project"), being hereinafter referred to as the ("Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-473 passed and approved by the governing body of the City on August 16, 1994 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor, and Vlamis Enterprises, a Kansas general partnership as lessee (the "Tenant"), entered into a Lease Agreement dated as of August 1, 1994 (the "Lease"); and

WHEREAS, all of the outstanding Bonds have been paid as of November 1, 2007 pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon payment in full of all of the Bonds, Tenant has requested that the City convey title to the Project to Tenant following such payment and the payment of the sum of \$1000, and all other payments required by Sections 17.1 and 17.2 of the Lease dated August 1, 1994; and

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the real and personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein, and the City hereby waives the 30-day minimum notice period provided for in the Lease.

Section 2. Authorization of Documents. The City hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Bill of Sale, attached hereto as Exhibit B, and the Special Warranty Deed attached hereto as Exhibit C, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Special Warranty Deed, the Termination of Lease Agreement, and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City; provided, however, that delivery of such documents is subject to the terms and conditions contained in Section 4 below.

Section 4. Delivery of Documents. Concurrently with the final payment of all outstanding Bonds, or thereafter the Mayor, City Clerk is hereby authorized and directed to deliver the Special Warranty Deed, the Termination of Lease Agreement, and the Bill of Sale, conditioned upon the tenant having made payment of (i) any fees due the Paying Agent; (ii) any other payments required by Sections 17.1 and 17.2 of the Lease; and, (iii) \$1000, as required by the Lease.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2008.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

PIONEER BALLOON

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND COMMERCE BANK OF KANSAS CITY, NATIONAL ASSOCIATION, KANSAS CITY, MISSOURI, AS TRUSTEE, DATED AS OF AUGUST 1, 1994 AND TO THE LEASE DATED AS OF AUGUST 1, 1994 BY AND BETWEEN SAID CITY AND VLAMIS ENTERPRISES.

PROPERTY SUBJECT TO LEASE

THE LAND

- (a) The following described real estate located in Sedgwick County, Kansas, to wit:
Lot 1, Block 1, Pioneer Balloon, an addition in the City of Wichita, Sedgwick County, Kansas
- (b) All buildings, improvements, machinery, and equipment constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

The Project to be constructed is a 75,919 square foot two-story administrative office building with a full basement. The Project will have 24,403 square feet both in the Basement and on the Second Floor with 27,113 square feet on the main floor. The Project will be a cast-in-place concrete structure with round concrete support columns and flat waffle slab floors and roof. The Project will have fire sprinklers in the basement, steel and or concrete interior stairways, as well as a three stop hydraulic elevator. Additionally, parking for 200 vehicles will be provided.

the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in said Lease and said Indenture.

EXHIBIT C
SPECIAL WARRANTY DEED

THIS INDENTURE, made on _____ by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Vlamis Enterprises, a Kansas general partnership constituted by Ted A. Vlamis and Betty H. Vlamis (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Sedgwick County, Kansas, and described as Lot 1, Block 1, Pioneer Balloon, an addition in the City of Wichita, Sedgwick County, Kansas.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of January, 2008.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

EXHIBIT A
TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Vlamis Enterprises, a Kansas general partnership consisting of Ted A. Vlamis and Betty H. Vlamis (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series IX-A and IX-B, 1994 (the "Bonds"), in the aggregate original principal amount of \$6,000,000, in connection with the acquisition, renovation and equipping of certain facilities hereto (the "Project"), being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-473 passed and approved by the governing body of the City on August 16, 1994 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Vlamis Enterprises as lessee (the "Tenant"), entered into a Lease Agreement dated as of August 1, 1994 (the "Lease"), a notice of which was filed of record at Film 1474, Page 1876 in the records of the Sedgwick County Register of Deeds;

WHEREAS, the Tenant has paid in full, on November 1, 2007, all of the outstanding Bonds pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Tenant requests that the City convey title to the Project to Tenant following such payment and the payment of the sum of \$1000 and all other payments required by Section 17.1 and 17.2 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease and the Notice thereof shall terminate and be of no further force and effect. The real property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

Vlami Enterprises

By _____
Ted A. Vlami, Partner

By _____
Betty H. Vlami, Partner

ACKNOWLEDGMENT

[illegible]

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Ted A. Vlamis and Betty H. Vlamis, to me personally known, who, being by me duly sworn, did say that they are the partners of Vlamis Enterprises, a Kansas general partnership and had signed the foregoing instrument in writing on behalf of said partnership as the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

PIONEER BALLOON

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND COMMERCE BANK OF KANSAS CITY, NATIONAL ASSOCIATION, KANSAS CITY, MISSOURI, AS TRUSTEE, DATED AS OF AUGUST 1, 1994 AND TO THE LEASE DATED AS OF AUGUST 1, 1994 BY AND BETWEEN SAID CITY AND VLAMIS ENTERPRISES.

PROPERTY SUBJECT TO LEASE

THE LAND

- (a) The following described real estate located in Sedgwick County, Kansas, to wit:
Lot 1, Block 1, Pioneer Balloon, an addition in the City of Wichita, Sedgwick County, Kansas
- (b) All buildings, improvements, machinery, and equipment constituting the "Improvements" as referred to in said Lease and said Indenture, and more specifically described as follows:

The Project to be constructed is a 75,919 square foot two-story administrative office building with a full basement. The Project will have 24,403 square feet both in the Basement and on the Second Floor with 27,113 square feet on the main floor. The Project will be a cast-in-place concrete structure with round concrete support columns and flat waffle slab floors and roof. The Project will have fire sprinklers in the basement, steel and or concrete interior stairways, as well as a three stop hydraulic elevator. Additionally, parking for 200 vehicles will be provided.

the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Project" as referred to in said Lease and said Indenture.

Agenda Item No. 14.

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council
SUBJECT: Purchase Option (Pioneer Balloon) (District I)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Authorize the bond call and adopt the Resolution.

Background: On August 16, 1994, the City Council approved the issuance of \$4,500,000 in Industrial Revenue Bonds, Series IX-A, 1994, and \$1,500,000 in Subordinated Taxable Revenue Bonds, Series IX-B, 1994 for the benefit of Pioneer Balloon, and subsequent restructuring amendment on May 6, 2003. Bond proceeds were used for the purpose of financing the world headquarters facility, located at 5000 E. 29th Street North, in Wichita. The Bonds are secured, in part, by a Lease Agreement with Pioneer Balloon. ("Tenant").

Under the provisions of the Lease Agreement the Tenant has the option, if all outstanding bonds and Trustee Fees have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. The Bonds have matured, and the City received notice from the Tenant of the company's intention to exercise its purchase option.

Analysis: Under the terms of the Lease, upon receipt of written notice, the City is required to convey its interest in the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The Series IX-A and IX-B, 1994 Bonds reached their maturity on November 1, 2007. Subject to receiving proof that all applicable conditions have been met, it is now appropriate for the City to deliver the instruments needed to deed the bond-financed property back to Pioneer Balloon and terminate the IRB lease. The City has already received payment of the \$1,000 purchase option price. Tenant requests that Issuer waive the minimum 30 day notice requirement.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the purchase option provision of the Lease Agreement. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Quality of Life. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed, Bill of Sale, and Termination of Lease Agreement (each in substantially the form attached to the Resolution), and the delivery of such documents following satisfaction of applicable conditions.

Recommendations/Actions: It is recommended that the City Council waive the notice requirement and adopt the Resolution approving the Special Warranty Deed, the Bill of Sale, and the Termination of Lease Agreement and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed, Bill of Sale, and Termination of Lease Agreement.

Agenda Item No. 15.

**CITY OF WICHITA
City Council Meeting
January 15, 2008**

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award to Acquire Property near 29th and Maize Road. (District V)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment to the Clerk of the District Court of the appraisers' award for the acquisition of temporary and permanent easements on land near 29th and Maize Road, together with related costs and fees.

Background: On April 25, 2006 the Council authorized the acquisition by eminent domain of easements on certain land adjacent to 29th Street from Maize Road to 119th Street for which no dedication incident to development had been offered. The easements were required to make road and drainage improvements in the area. The court appointed appraisers have filed their report of the value of these easements for road right of way purposes. The land is currently in agricultural use. The award is \$57,500.00. The related appraiser fees and expenses are \$16,647.00

Analysis: In order for the City of obtain the temporary and permanent easements, it must pay the amount of the award, together with costs and appraisers' fees, into the Clerk of the District Court on or before February 4, 2008. Acquisition of this tract is necessary in order to secure use of the land incident to road and drainage construction, and for permanent easements for road right of way purposes.

Goal Impact: This expenditure supports the efficient infrastructure goal, as it will allow significant improvement in the arterial roadway system in Northwest Wichita.

Financial Considerations: The cost of acquiring this property will be paid from General Obligation Bonds and Federal Grants administrated by the Kansas Department of Transportation. Failure to pay the award by the stated date would be deemed an abandonment of the award, and subject the City to an award for the same sum in fees and expenses to the court, plus the owner's expenses in defending the action.

Legal Considerations: In order acquire the easements, it is necessary to pay the award, together with court costs and fees, to the Clerk of the District Court on or before February 4, 2008.

Recommendations/Actions: Authorize payment to the Clerk of the District Court of the appraisers' award in the amount of \$57,500.00, together with the related costs and fees of \$16,647.00 as per journal entry, for acquisition of these temporary and permanent easements.

Agenda Item No. 16.

**CITY OF WICHITA
City Council Meeting
January 15, 2008**

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award to Acquire Property in Pawnee Ranch Addition for construction, maintenance and improvement of a bike path. (District III)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment to the Clerk of the District Court of the appraisers' award for the acquisition of clear and complete title to five tracts of land near in Pawnee Ranch Addition, together with related fees.

Background: On April 25, 2006 the Council authorized the acquisition by eminent domain of five tracts of land that would allow construction, maintenance and improvement of a bike path along I-135, Gypsum Creek and George Washington Blvd. The court appointed appraisers have filed their report of the value of these five tracts. The award is \$122,000.00. The related appraiser fees are \$13,500.00. Court costs have previously been paid.

Analysis: In order for the City to obtain title to these properties, it must pay the amount of the award, together with appraisers' fees, into the Clerk of the District Court on or before February 4, 2008. Acquisition of these tracts is necessary in order to secure use of the land for development of the bike path previously approved.

Goal Impact: This expenditure supports the quality of life goal, as it will allow expansion of recreational and aesthetic benefits of the bike path system in the southeast part of Wichita.

Financial Considerations: The cost of acquiring this property will be paid from General Obligation Bonds and Federal Grants administered by the Kansas Department of Transportation. Failure to pay the award by the stated date would be deemed an abandonment of the award, and subject the City to an award for the same sum in fees and to the court, plus the owner's expenses in defending the action.

Legal Considerations: In order to acquire the properties, it is necessary to pay the award, together with the fees, to the Clerk of the District Court on or before February 4, 2008.

Recommendations/Actions: Authorize payment to the Clerk of the District Court of the appraisers' award in the amount of \$122,000.00, together with the related fees of \$13,500.00 as per journal entry, for acquisition of these properties.

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer for Edgewater Addition (south of 45th St. North, west of Hoover) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On December 11, 2007, the City Council approved a petition to construct a sanitary sewer in Edgewater Addition. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The Petition has been signed by two owners representing 100% of the improvement district.

Analysis: The project will provide a sanitary sewer system for Edgewater Addition, a new residential development located south of 45th St. North, west of Hoover.

Financial Considerations: The existing Petition totals \$1,031,000. The new Petition totals \$1,145,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 24, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84365** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 1, MAIN 24, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF 45TH ST. NORTH, WEST OF HOOVER) 468-84365** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **07-452** adopted on **August 7, 2007** and Resolution No. **07-704** adopted on **December 11, 2007** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 1, Main 24, Southwest Interceptor Sewer (south of 45th St. North, west of Hoover) 468-84365**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007** exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDGE WATER ADDITION

Lots 1 through 89, Block A
Lots 1 through 42, Block B
Lots 13 through 40, Block C
Lots 49 through 67, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 89, Block A, Lots 1 through 42, Block B, Lots 13 through 40, Block C, and Lots 49 through 67, Block D, EDGE WATER ADDITION, shall each pay 1/178 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____
day of _____, 2008.

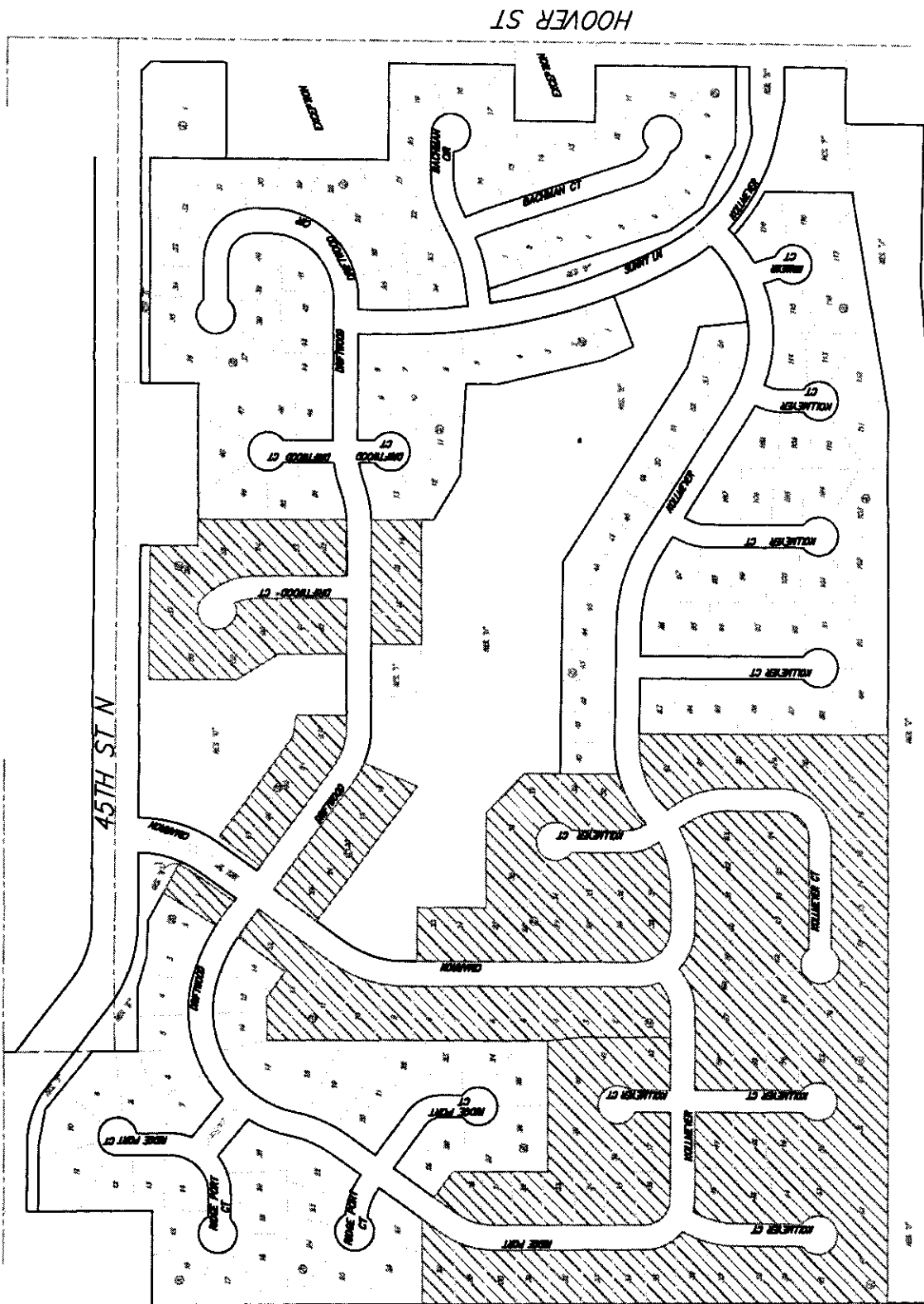
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

EDGE WATER ADDITION



PROPOSED IMPROVEMENT DISTRICT

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project





	X
--	---

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 12/18/2007	4. Project Description & Location Sanitary Sewer for Edgewater Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required	As Required			
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		\$1,145,000		\$1,145,000
Sidewalk				
Water				
Other				
Totals		\$1,145,000		\$1,145,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the Resolution				

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:
100% Petition
* Sanitary Sewer Utility
Lateral I, Main 24, SWI
468-84365

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 12/21/07	Date

RECEIVED

DEC 20 2007

CITY CLERK OFFICE

SANITARY SEWER PETITION
(Phase 1)

REVISED

468-84365 (Lat1, Main 24,
SW1)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

EDGE WATER ADDITION

Lots 1 through 89, Block A

Lots 1 through 42, Block B

Lots 13 through 40, Block C

Lots 49 through 67, Block D

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after November 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial

design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvement district is liable shall be on a fractional basis.

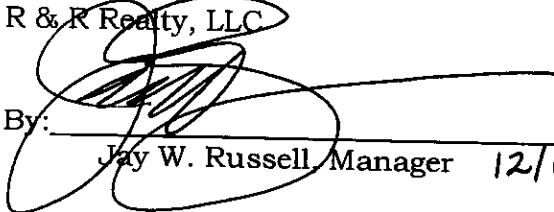

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 89, Block A, Lots 1 through 42, Block B, Lots 13 through 40, Block C, and Lots 49 through 67, Block D, EDGE WATER ADDITION shall each pay 1/178 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2.
 - (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
- 4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners

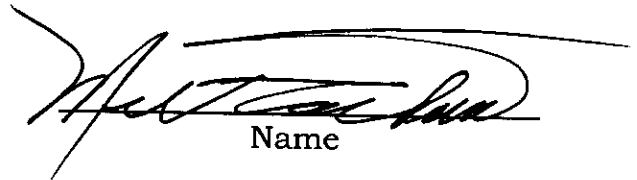
of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>EDGE WATER ADDITION</u> Lots 1 through 89, Block A Lots 1 through 42, Block B Lots 13 through 40, Block C Lots 49 though 67, Block D	R & R Realty, LLC  By: Jay W. Russell, Manager	12/19/07
	Ritchie Associates, Inc., Manager  By: Rob Ramseyer, Vice President	12/19/07

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 20 day of December,
2007.




Deputy City Clerk

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council
SUBJECT: Downtown High-Rise Facade Financing (Districts I & VI)
INITIATED BY: City Manager's Office (Economic Development)
AGENDA: New Business

Recommendation: Approve the use of special assessment financing for facade improvements on seven downtown high-rise buildings.

Background: On March 20, 2001, the City Council approved a Facade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property. Low interest, fifteen-year loans were made available to owners of buildings with frontage on Douglas Avenue, between Seneca and Washington.

On March 21, 2006, as part of approving two facade improvement projects, the City Council asked that the Facade Improvement Program be returned on a future agenda to consider expanding the program boundaries and providing additional funding. On August 1, 2006, the City Council approved expanding the program to target the commercial areas listed below:

- Downtown Self-Supporting Municipal Improvement District (SSMID)
- Center City
- Douglas, from Washington to I-135
- Delano
- Midtown
- 21st Redevelopment Area (International Marketplace)
- South Central (South Broadway area)
- McAdams
- Central Northeast

Real Development, represented by Michael Elzufon and Dave Lundberg, is requesting financing for exterior improvements to several high-rise buildings in the downtown area. If approved, their request would result in the issuance of special assessment debt against the subject buildings. The buildings are:

- The Kaufman Building – 212 South Market
- The Landmark Square Building – 212 North Market
- The Farmers and Bankers Building – 200 East 1st
- The Orpheum Building – 200 North Broadway
- The Petroleum Building – 221 South Broadway
- Sutton Place – 209 East William
- SC TelCom – 125 North Market

Analysis: Although the City has approved many facade improvement projects since the creation of the Facade Improvement Program, including several high-rise building facades, this request is unique due to the size of the request. Total cost of the improvements for which financing support is being requested is projected to be \$7,675,967. With financing costs, the total amount of the issuance is estimated to be \$9,096,021, and the annual debt service would be approximately \$804,477.

A summary for each building follows:

The **Kaufman Building** is a four story building with 31,250 s.f. Owners have already invested in substantial tenant improvements. Projected cost for the facade improvements on this building are \$29,082

(increasing to \$34,463 with estimated financing costs). The proposal assumes 15 year special assessment financing.

The **Landmark Square Building** is a five story office building with 46,500 total s.f. Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building, are \$332,186 (increasing to \$393,640 with estimated financing costs). The proposal assumes 15 year special assessment financing.

The **Farmers and Bankers (F&B) Building** is a five story office building with 25,018 s. f Owners have already invested in tenant improvements, common area remodeling, and technology infrastructure enhancements. Projected cost for the facade improvements on this building are \$166,261 (increasing to \$197,019 with estimated financing costs). The proposal assumes 15 year special assessment financing.

The **Orpheum Building** is a seven story office building with 44,506 s.f. Owners have already invested in interior improvements, including technology infrastructure and common area remodeling. Projected cost for the facade improvements on this building are \$194,776 (increasing to \$230,809 with estimated financing costs). The proposal assumes 15 year special assessment financing.

The **Petroleum Building** is an eight story office building with a total of 44,804 s.f. Owners have already invested in technology and common area improvements. Projected cost for the facade improvements on this building are \$518,120 (increasing to \$613,972 with estimated financing costs). The proposal assumes 15 year special assessment financing.

The **Sutton Place** is an eight story building (plus a basement and penthouse) with a total 109,152 s.f. Owners have already invested in technology and common area improvements. Projected cost for the facade improvements on this building are \$2,099,931 (increasing to \$2,488,419 with estimated financing costs). The proposal assumes 20 year special assessment financing.

The **SC TelCom Building** is a nineteen story building with 242,945 s.f. of office space and 92,000 s.f of hotel and a parking garage. The owners have begun interior improvements, remodeling common areas, adding technology infrastructure , replacing the roof, various tenant improvements, and converting the old hotel space to office space. Projected cost for the facade improvements on this building are \$4,335,611 (increasing to \$5,137,699 with estimated financing costs). The proposal assumes 20 year special assessment financing.

Improvements to the Kaufman, F&B, Landmark, and Orpheum buildings are more general and involve things like masonry repair, tuckpointing, cornice repair, power washing, exterior painting, and window and door repair/replacement. In addition to simply having more exterior surface because of the larger size of the buildings, improvements to the Petroleum, Sutton Place and SC TelCom buildings are more substantial, changing the entire exterior appearance of the building on some sides to create a visually stimulating impact to travelers entering the downtown area.

Although Real Development staff have been in contact with representatives from the Design Council and the Design Review Committee of the Historic Preservation Board throughout to ensure the proposed work will satisfy necessary conditions and meet with ultimate approval of these groups, not all of the buildings in this project have received formal approval.

Financial Considerations: The combined project budget to be paid by special assessments is estimated to be \$9,096,021. The bonds will be GO Taxable Special Assessment Bonds, paid as to principal and interest with special assessments levied against the improved properties (if available) and will be backed by the full faith and credit of the City of Wichita. Finance staff will work with Bond Counsel (Kutak Rock) and a

Financial Advisor (Springsted) to perform due diligence with regard to the City's risk and to structure the bonds before returning to the City Council for authorization to issue bonds.

Goal Impact: The City Council's goal for Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from developers to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State Statutes provide the City Council authority to use special assessment funding for the project.

Recommendations/Actions: It is recommended that the City Council approve the use of up to twenty years special assessment financing for facade improvements to seven high-rise buildings in the downtown area, as requested by Real Development, subject to the satisfactory completion of the Facade Improvement Program procedures, including the filing of petitions, financial due diligence, legal review, approval and publication of bonding ordinance, and design reviews.

Agenda Item No. 19.

CITY OF WICHITA
City Council Meeting
January 15, 2008

TO: Mayor and City Council

SUBJECT: Approval of the Resolution to Allow Wichita Festivals, Inc. to gate A. Price Woodard Park for River Festival 2008 (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the resolution.

Background: Wichita Festivals, Inc. has requested permission to fence and charge admission at A. Price Woodard Park from May 9 through May 17, 2008, as part of the Wichita River Festival.

Analysis: City Ordinance 9.04.060 permits the closing of the park for special events complying with the requirements of City Ordinance 3.11.080. The Wichita River Festival is also required to obtain appropriate approval of the event application specifying dates, times, locations and other pertinent data for events and activities conducted on public parks by the City Council of the City of Wichita pursuant to City Ordinance 3.14.020.

The resolution would allow A. Price Woodard Park to be fenced and allow admission to be charged for community events associated with the Wichita River Festival.

Financial Considerations: None.

Goal Impact: Quality of Life will be improved through having this event at A. Price Woodard Park.

Legal Considerations: The Law Department has reviewed the related resolution as to form.

Recommendation/Action: Approve the resolution to allow the gating of the event to be held at A. Price Woodard Park as part of the Wichita River Festival.

Attachments: Resolution

(First Published in The Wichita Eagle on _____)

RESOLUTION NO. _____

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CLOSURE OF A. PRICE WOODARD PARK FOR WICHITA RIVER FESTIVAL EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals Inc., to be held May 9 through May 17, 2008, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park will be subject to approval by City Council pursuant to City Ordinance 3.14.020.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

1. A Price Woodard Park shall be closed to the public for the duration of the Wichita River Festival held from May 9 to May 17, 2008. Wichita Festivals Inc. will be allowed to fence and charge admission for entry into the park. Additionally, vendors will be allowed to sell merchandise within the park area during the event.
2. All events to be held at the site will be subject to City Council approval under the terms of City Ordinance 3.14.020.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this
_____ day of _____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
City Attorney

Published in the Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.52.020 (25) (a) (i) and (d)
AND CREATING SECTION 11.52.020 (25) (k) OF THE CODE OF THE CITY OF
WICHITA, KANSAS PERTAINING TO PARKING.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. Section 11.52.020 of the Code of the City of Wichita is hereby amended to
read as follows:

Sec. 11.52.020. Unlawful parking--Exceptions.

It is unlawful, except when necessary to avoid conflict with other traffic or in obedience to traffic regulations or the directions of traffic control devices or a police officer:

- (1) For any person or operator to park on any street or alley in the city for a longer time than shown on the official sign stating the maximum period for parking; provided, however, that it is not unlawful for motor vehicles to park beyond the maximum time in such designated places as shown by the official signs between the hours of six p.m. and eight a.m. and on Sundays and legal holidays. During the restricted parking period from eight a.m. until six p.m., in any twenty-four hour period, it is unlawful for any vehicle to be parked on the same side of the street in the same block for a period or periods of time, the total of which is greater than the period of time so designated for parking on such street;
- (2) For any person or operator, other than the operator of a taxicab or U.S. postal vehicle, to park in any taxicab stand when the same has been designated and marked as such;
- (3) For any person or operator to park at any time in any zone designated as a no-parking zone;
- (4) For any person or operator to stop or park a motor vehicle on a sidewalk or in a sidewalk area;
- (5) For any person or operator to park a motor vehicle in front of or within the approach to a public or private driveway or alley, or within eight feet of the line formed by the extension of either edge of the public or private driveway or alley;
- (6) For any person or operator to stop or park a motor vehicle within an intersection;
- (7) For any person or operator to park or stop a motor vehicle within fifteen feet of a fire hydrant, provided such place is not in a parking meter zone;
- (8) For any person or operator to stop or park a motor vehicle on a crosswalk;
- (9) For any person or operator to stop or park a motor vehicle within twenty feet of a crosswalk at an intersection, not in a parking meter zone;
- (10) For any person or operator to stop or park a motor vehicle within thirty feet of the approach of any flashing beacon, stop sign or traffic control signal located at the side of a roadway, not in a parking meter zone;

- (11) For any person or operator to stop or park a motor vehicle between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer shall indicate a different length by signs or markings;
- (12) For any person or operator to park a motor vehicle within fifty feet of the nearest rail of a railroad crossing, or to park on or within six feet of a railroad track lying within a street;
- (13) For any person or operator to stop or park a motor vehicle within twenty feet of the driveway entrance to any fire station, or on the side of the street opposite the entrance to any fire station within seventy-five feet of such entrance (when properly signposted);
- (14) For any person or operator to stop or park a motor vehicle alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;
- (15) For any person or operator to stop or park a motor vehicle on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (16) For any person or operator to stop or park a motor vehicle upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- (17) For any person or operator to move a motor vehicle not owned by such person into any of the above prohibited areas, into a no-parking zone, or away from a curb such distance as is unlawful;
- (18) For any person or operator to park a motor vehicle on any street or alley in the city for the purpose of advertising;
- (19) For any person or operator of a motor vehicle to stop such vehicle for the purpose of loading or unloading school children at any school where such school children are going to or returning from school, except upon the side of the street where the school is located;
- (20) (a) Or any person or operator to stop or park a motor vehicle in an alley except in the case of a truck which shall be permitted to park in any alley while actually engaged in loading or unloading, or for a period of time not to exceed thirty minutes; provided, that such truck shall not be parked or permitted to stand in any alley in such a manner or under such conditions as to leave available less than ten feet of width of the alleyway for a free movement of vehicular traffic, except that in alleys with less than sixteen feet of width for the free movement of vehicular traffic, trucks shall be parked either with the right wheels within six inches of a curb, where there is a curb or the right side of the vehicle within six inches of abutting buildings or loading docks, where no curb is provided, and
(b) In the Old Town overlay zoning district in those alleys designated for parking by the traffic engineer by appropriate signs, provided that only one side of an alley may be designated for parking and, provided further, that such alleys may be closed from time to time under the same procedure as used for street closures;
- (21) For any person or operator to stop, stand or park any motor vehicle upon a street other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic;
- (22) For any person or operator to park a motor vehicle on any street or alley in the city for the primary purpose of displaying it for sale;
- (23) For any person or operator to park a motor vehicle on any street or alley in the city for the primary purpose of washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
- (24) For any person or operator, except when necessary for the loading or unloading of property or merchandise, or the performance of services at a residence, to park a truck with a manufacturer's rated capacity of over three-quarter ton, a bus, recreational vehicle, tractor, road

tractor, farm tractor, trailer, semitrailer or other commercial vehicle as defined in subsection (24)(a) of this section, on any street in a residential district, as defined in Section 11.04.275, for longer than two hours. In any twenty-four hour period, it is unlawful for any such vehicle to be parked on the same side of the street, in the same block for a period or periods of time, the total of which is greater than two hours,

(a) As used in this section, "commercial vehicle" means any truck, van, panel truck, delivery van, trailer, semitrailer or pole trailer drawn by a motor vehicle, which vehicle is designed, used and maintained for the transportation of persons or the delivery of property for hire, compensation, profit or in the furtherance of any commercial enterprise. The term "commercial vehicle" does not include vehicles typically used for passenger or commuting purposes which have a gross weight of twelve thousand pounds and under or motor vehicles which are licensed and registered as a passenger vehicle;

(25) (a) (i) For any person or operator to stop or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, in any parking space designated as handicapped or disabled parking without having on their person a current and valid individual identification card, or state or county receipt for a temporary placard, and properly displaying a current and valid special license plate, permanent placard, disabled veteran license plate, or temporary placard issued pursuant to K.S.A. 8-161 or K.S.A. 8-1,125, and any amendments thereto, and such vehicle is actually being operated by or used for the transportation of a disabled person or disabled veteran.

(ii) For the purposes of this section, permanent or temporary placards must be suspended from the front windshield rearview mirror of a vehicle utilizing a parking space reserved for persons with disabilities so as to be maximally visible from the outside of the vehicle. When there is no rearview mirror, the placard shall be displayed on the dashboard. Special license plates or disabled veteran license plates must be displayed on the vehicle in compliance with K.S.A. 8-133, and any amendments thereto.

(b) For any person or operator to stop, stand or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, so that it blocks access to a designated handicapped parking space, access ramp, or access area. For purposes of this subsection, "access ramp" shall be defined to be that area of whatever dimension or configuration immediately adjacent to a designated disabled accessible parking space that is marked in any manner indicating it is to be used in conjunction with such designated disabled accessible parking space. "Access area" shall be defined to be that area of whatever dimension or configuration immediately adjacent to a designated disabled accessible parking space that is marked in any manner indicating it is to be used in conjunction with such disabled accessible parking space,

(c) Violation of subsections (25)(a) or (25)(b) of this section is a misdemeanor punishable by a fine of not less than one hundred dollars,

(d) For any person or operator to stop or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, in any parking space designated as handicapped or disabled parking without properly displaying, as required by subsection (25)(a)(ii) of this section, a current and valid special license plate, permanent placard, disabled veteran license plate, or temporary placard issued to such person or operator pursuant to K.S.A. 8-161 or K.S.A. 8-1,125, and any amendments thereto, and such vehicle is actually being operated by or used for the transportation of a disabled person or disabled veteran.

(e) Violation of subsection (25)(d) of this section is a misdemeanor punishable by a fine of not less than fifty dollars,

- (f) Persons operating vehicles that meet the requirements set forth in subsection (25)(a) of this section may back into public parking spaces or park diagonally in two regular parking spaces if there are no handicapped parking spaces available,
- (g) Public and private handicapped parking spaces shall conform to the requirements set forth in K.S.A. 8-1,128,
- (h) The provisions of subsections (25) and (26) of this section shall be enforced on public and private property, and shall be applicable twenty-four hours a day. Private security personnel shall have authority to issue citations on private property that is under the control of such private security personnel's employer,
- (i) Current and valid official identification devices issued to a person with a disability by any other state, district, territory or political subdivision in conformity with federal law shall be recognized as acceptable identification for purposes of subsection (25)(a) of this section, except those issued to persons who have been residents of Kansas for at least sixty days. Identification devices issued by private entities shall not constitute acceptable identification for the purposes of subsection (25)(a) of this section,
- (j) The imposition of the fine established in subsections (25)(c), (25)(e) and (26)(d) of this section shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof, except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed;
- (k) For purposes of this section, 11.52.020, "handicapped or disabled parking space" shall be defined as set forth at K.S.A. 8-1,128 and any amendments thereto. However, the terms "access ramp" and "access area" shall have the more broadly described definitions found within this subsection (25 of 11.52.020).
- (26) (a) For any person to utilize an accessible parking identification device which has expired or has been revoked or suspended by the secretary of revenue pursuant to subsection (c) of K.S.A. 8-1,125, and amendments thereto, or K.S.A. 8-1,130b, and amendments thereto,
- (b) For any person to utilize an accessible parking identification device issued to another person, agency or business, to park in any parking space designated as handicapped or disabled parking or to otherwise utilize the parking privileges granted to persons with disabilities in K.S.A. 8-1,126, and amendments thereto, except when transporting or arriving to transport a person with a disability to whom or for whom the identification device was issued.
- (c) For any person to display or cause or permit to be displayed, or to have in possession any accessible parking placard or accessible parking identification card knowing the same to be fictitious or to have been canceled, revoked, suspended or altered,
- (d) A violation of subsection (26)(a), (26)(b) or (26)(c) of this section is a misdemeanor punishable by a fine of not less than one hundred dollars and no more than three hundred dollars;
- (27) (a) For any person to abandon, park or leave unattended a vehicle on the property of another unless authorized by the owner or person in charge of such property to do so. Provided, however, that this subsection shall apply only when such property is clearly and visibly marked by a sign or signs having lettering of at least one and one-half inches high and one-half inch wide, specifically indicating that unauthorized parking is prohibited and further clearly and visibly marked by a sign or signs with lettering of at least one inch high and three-eighths inch

wide indicating that unauthorized vehicles will be towed away at the owner's expense. For signs required hereunder, the provisions of Chapter 24.04 of this Code shall have no application,

(b) In any proceeding for the violation of this section, the registration plate displayed upon the motor vehicle in violation shall constitute in evidence a prima facie presumption that the owner of such motor vehicle was the person who parked or placed such motor vehicle at the place where the violation occurred.

(Ord. No. 46-550 § 1)

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this
_____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law and City Attorney

Published in the Wichita Eagle on _____

ORDINANCE NO. _____

*AN ORDINANCE AMENDING SECTION 11.52.020 (25) (a) (i) and (d)
AND CREATING SECTION 11.52.020 (25) (k) OF THE CODE OF THE CITY OF
WICHITA, KANSAS PERTAINING TO PARKING.*

*BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:*

*SECTION 1. Section 11.52.020 of the Code of the City of Wichita is hereby amended to
read as follows:*

Sec. 11.52.020. Unlawful parking--Exceptions.

It is unlawful, except when necessary to avoid conflict with other traffic or in obedience to traffic regulations or the directions of traffic control devices or a police officer:

- (1) For any person or operator to park on any street or alley in the city for a longer time than shown on the official sign stating the maximum period for parking; provided, however, that it is not unlawful for motor vehicles to park beyond the maximum time in such designated places as shown by the official signs between the hours of six p.m. and eight a.m. and on Sundays and legal holidays. During the restricted parking period from eight a.m. until six p.m., in any twenty-four hour period, it is unlawful for any vehicle to be parked on the same side of the street in the same block for a period or periods of time, the total of which is greater than the period of time so designated for parking on such street;
- (2) For any person or operator, other than the operator of a taxicab or U.S. postal vehicle, to park in any taxicab stand when the same has been designated and marked as such;
- (3) For any person or operator to park at any time in any zone designated as a no-parking zone;
- (4) For any person or operator to stop or park a motor vehicle on a sidewalk or in a sidewalk area;
- (5) For any person or operator to park a motor vehicle in front of or within the approach to a public or private driveway or alley, or within eight feet of the line formed by the extension of either edge of the public or private driveway or alley;
- (6) For any person or operator to stop or park a motor vehicle within an intersection;
- (7) For any person or operator to park or stop a motor vehicle within fifteen feet of a fire hydrant, provided such place is not in a parking meter zone;
- (8) For any person or operator to stop or park a motor vehicle on a crosswalk;
- (9) For any person or operator to stop or park a motor vehicle within twenty feet of a crosswalk at an intersection, not in a parking meter zone;
- (10) For any person or operator to stop or park a motor vehicle within thirty feet of the approach of any flashing beacon, stop sign or traffic control signal located at the side of a roadway, not in a parking meter zone;

- (11) For any person or operator to stop or park a motor vehicle between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer shall indicate a different length by signs or markings;
- (12) For any person or operator to park a motor vehicle within fifty feet of the nearest rail of a railroad crossing, or to park on or within six feet of a railroad track lying within a street;
- (13) For any person or operator to stop or park a motor vehicle within twenty feet of the driveway entrance to any fire station, or on the side of the street opposite the entrance to any fire station within seventy-five feet of such entrance (when properly signposted);
- (14) For any person or operator to stop or park a motor vehicle alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;
- (15) For any person or operator to stop or park a motor vehicle on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (16) For any person or operator to stop or park a motor vehicle upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- (17) For any person or operator to move a motor vehicle not owned by such person into any of the above prohibited areas, into a no-parking zone, or away from a curb such distance as is unlawful;
- (18) For any person or operator to park a motor vehicle on any street or alley in the city for the purpose of advertising;
- (19) For any person or operator of a motor vehicle to stop such vehicle for the purpose of loading or unloading school children at any school where such school children are going to or returning from school, except upon the side of the street where the school is located;
- (20) (a) Or any person or operator to stop or park a motor vehicle in an alley except in the case of a truck which shall be permitted to park in any alley while actually engaged in loading or unloading, or for a period of time not to exceed thirty minutes; provided, that such truck shall not be parked or permitted to stand in any alley in such a manner or under such conditions as to leave available less than ten feet of width of the alleyway for a free movement of vehicular traffic, except that in alleys with less than sixteen feet of width for the free movement of vehicular traffic, trucks shall be parked either with the right wheels within six inches of a curb, where there is a curb or the right side of the vehicle within six inches of abutting buildings or loading docks, where no curb is provided, and
(b) In the Old Town overlay zoning district in those alleys designated for parking by the traffic engineer by appropriate signs, provided that only one side of an alley may be designated for parking and, provided further, that such alleys may be closed from time to time under the same procedure as used for street closures;
- (21) For any person or operator to stop, stand or park any motor vehicle upon a street other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic;
- (22) For any person or operator to park a motor vehicle on any street or alley in the city for the primary purpose of displaying it for sale;
- (23) For any person or operator to park a motor vehicle on any street or alley in the city for the primary purpose of washing, greasing or repairing such vehicle except repairs necessitated by an emergency;
- (24) For any person or operator, except when necessary for the loading or unloading of property or merchandise, or the performance of services at a residence, to park a truck with a manufacturer's rated capacity of over three-quarter ton, a bus, recreational vehicle, tractor, road

tractor, farm tractor, trailer, semitrailer or other commercial vehicle as defined in subsection (24)(a) of this section, on any street in a residential district, as defined in Section 11.04.275, for longer than two hours. In any twenty-four hour period, it is unlawful for any such vehicle to be parked on the same side of the street, in the same block for a period or periods of time, the total of which is greater than two hours,

(a) As used in this section, "commercial vehicle" means any truck, van, panel truck, delivery van, trailer, semitrailer or pole trailer drawn by a motor vehicle, which vehicle is designed, used and maintained for the transportation of persons or the delivery of property for hire, compensation, profit or in the furtherance of any commercial enterprise. The term "commercial vehicle" does not include vehicles typically used for passenger or commuting purposes which have a gross weight of twelve thousand pounds and under or motor vehicles which are licensed and registered as a passenger vehicle;

(25) (a) (i) For any person or operator to stop or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, in any parking space designated as handicapped or disabled parking without having on their person a current and valid individual identification card, or state or county receipt for a temporary placard, and properly displaying a current and valid special license plate, permanent placard, disabled veteran license plate, or temporary placard issued pursuant to K.S.A. 8-161 or K.S.A. 8-1,125, and any amendments thereto, and such vehicle is actually being operated by or used for the transportation of a disabled person or disabled veteran. ~~For purposes of this section, handicapped or disabled parking space shall be defined as set forth at K.S.A. 8-1,128 and any amendments thereto;~~

(ii) For the purposes of this section, permanent or temporary placards must be suspended from the front windshield rearview mirror of a vehicle utilizing a parking space reserved for persons with disabilities so as to be maximally visible from the outside of the vehicle. When there is no rearview mirror, the placard shall be displayed on the dashboard. Special license plates or disabled veteran license plates must be displayed on the vehicle in compliance with K.S.A. 8-133, and any amendments thereto.

(b) For any person or operator to stop, stand or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, so that it blocks access to a designated handicapped parking space, access ramp, or access area. For purposes of this subsection, "access ramp" shall be defined to be that area of whatever dimension or configuration immediately adjacent to a designated disabled accessible parking space that is marked in any manner indicating it is to be used in conjunction with such designated disabled accessible parking space. "Access area" shall be defined to be that area of whatever dimension or configuration immediately adjacent to a designated disabled accessible parking space that is marked in any manner indicating it is to be used in conjunction with such disabled accessible parking space,

(c) Violation of subsections (25)(a) or (25)(b) of this section is a misdemeanor punishable by a fine of not less than one hundred dollars,

(d) For any person or operator to stop or park a vehicle, as defined in K.S.A. 8-126 and amendments thereto, in any parking space designated as handicapped or disabled parking without properly displaying, as required by subsection (25)(a)(ii) of this section, a current and valid special license plate, permanent placard, disabled veteran license plate, or temporary placard issued to such person or operator pursuant to K.S.A. 8-161 or K.S.A. 8-1,125, and any amendments thereto, and such vehicle is actually being operated by or used for the transportation of a disabled person or disabled veteran. ~~For purposes of this section, "handicapped or disabled parking space" shall be defined as set forth at K.S.A. 8-1,128 and any amendments thereto.~~

- (e) Violation of subsection (25)(d) of this section is a misdemeanor punishable by a fine of not less than fifty dollars,
- (f) Persons operating vehicles that meet the requirements set forth in subsection (25)(a) of this section may back into public parking spaces or park diagonally in two regular parking spaces if there are no handicapped parking spaces available,
- (g) Public and private handicapped parking spaces shall conform to the requirements set forth in K.S.A. 8-1,128,
- (h) The provisions of subsections (25) and (26) of this section shall be enforced on public and private property, and shall be applicable twenty-four hours a day. Private security personnel shall have authority to issue citations on private property that is under the control of such private security personnel's employer,
- (i) Current and valid official identification devices issued to a person with a disability by any other state, district, territory or political subdivision in conformity with federal law shall be recognized as acceptable identification for purposes of subsection (25)(a) of this section, except those issued to persons who have been residents of Kansas for at least sixty days. Identification devices issued by private entities shall not constitute acceptable identification for the purposes of subsection (25)(a) of this section,
- (j) The imposition of the fine established in subsections (25)(c), (25)(e) and (26)(d) of this section shall be mandatory and the court shall not waive, remit, suspend, parole or otherwise excuse the payment thereof, except that the court may order that the defendant perform community service specified by the court but such an order shall be entered only after the court has required the defendant to file an affidavit of such defendant's financial condition as required by Section 1.04.210(e) and amendments thereto, and the court has found from the information contained in the affidavit that the defendant is financially unable to pay the fines imposed;
- (k) *For purposes of this section, 11.52.020, "handicapped or disabled parking space" shall be defined as set forth at K.S.A. 8-1,128 and any amendments thereto. However, the terms "access ramp" and "access area" shall have the more broadly described definitions found within this subsection (25 of 11.52.020).*
- (26) (a) For any person to utilize an accessible parking identification device which has expired or has been revoked or suspended by the secretary of revenue pursuant to subsection (c) of K.S.A. 8-1,125, and amendments thereto, or K.S.A. 8-1,130b, and amendments thereto,
- (b) For any person to utilize an accessible parking identification device issued to another person, agency or business, to park in any parking space designated as handicapped or disabled parking or to otherwise utilize the parking privileges granted to persons with disabilities in K.S.A. 8-1,126, and amendments thereto, except when transporting or arriving to transport a person with a disability to whom or for whom the identification device was issued.
- (c) For any person to display or cause or permit to be displayed, or to have in possession any accessible parking placard or accessible parking identification card knowing the same to be fictitious or to have been canceled, revoked, suspended or altered,
- (d) A violation of subsection (26)(a), (26)(b) or (26)(c) of this section is a misdemeanor punishable by a fine of not less than one hundred dollars and no more than three hundred dollars;
- (27) (a) For any person to abandon, park or leave unattended a vehicle on the property of another unless authorized by the owner or person in charge of such property to do so. Provided, however, that this subsection shall apply only when such property is clearly and visibly marked by a sign or signs having lettering of at least one and one-half inches high and one-half inch wide, specifically indicating that unauthorized parking is prohibited and further clearly and

visibly marked by a sign or signs with lettering of at least one inch high and three-eighths inch wide indicating that unauthorized vehicles will be towed away at the owner's expense. For signs required hereunder, the provisions of Chapter 24.04 of this Code shall have no application,

(b) In any proceeding for the violation of this section, the registration plate displayed upon the motor vehicle in violation shall constitute in evidence a prima facie presumption that the owner of such motor vehicle was the person who parked or placed such motor vehicle at the place where the violation occurred.

(Ord. No. 46-550 § 1)

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this
_____, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law and City Attorney

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council

SUBJECT: Revision of Section 11.52.020 (25), relating to ADA accessible parking

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the ordinance.

Background: For approximately 15 years, the City of Wichita has enforced provisions to its parking requirements that recognized the privileges granted to individuals with state-issued permits that allow parking in ADA accessible parking stalls. In large part, these privileges mirror those found in state statute. However, the language used by Council to define what constitutes an accessible parking space and adjoining accessible areas has always been broader and more accommodating than required by state law.

Analysis: Under the language in the existing code, the potential exists for enforcement discrepancies since parking areas are expressly defined by City Council, yet also defined within the state statute incorporated explicitly by reference. The proposed code revisions resolve this ambiguity by expressly adopting the state statutory definitions as amended by the previously expressed City Code language.

Financial Considerations: None. The changes proposed will clarify the appropriate legal interpretation to be used when charging violations of the section.

Legal Considerations: The Department of Law has proposed this code revision, and drafted the implementing ordinance.

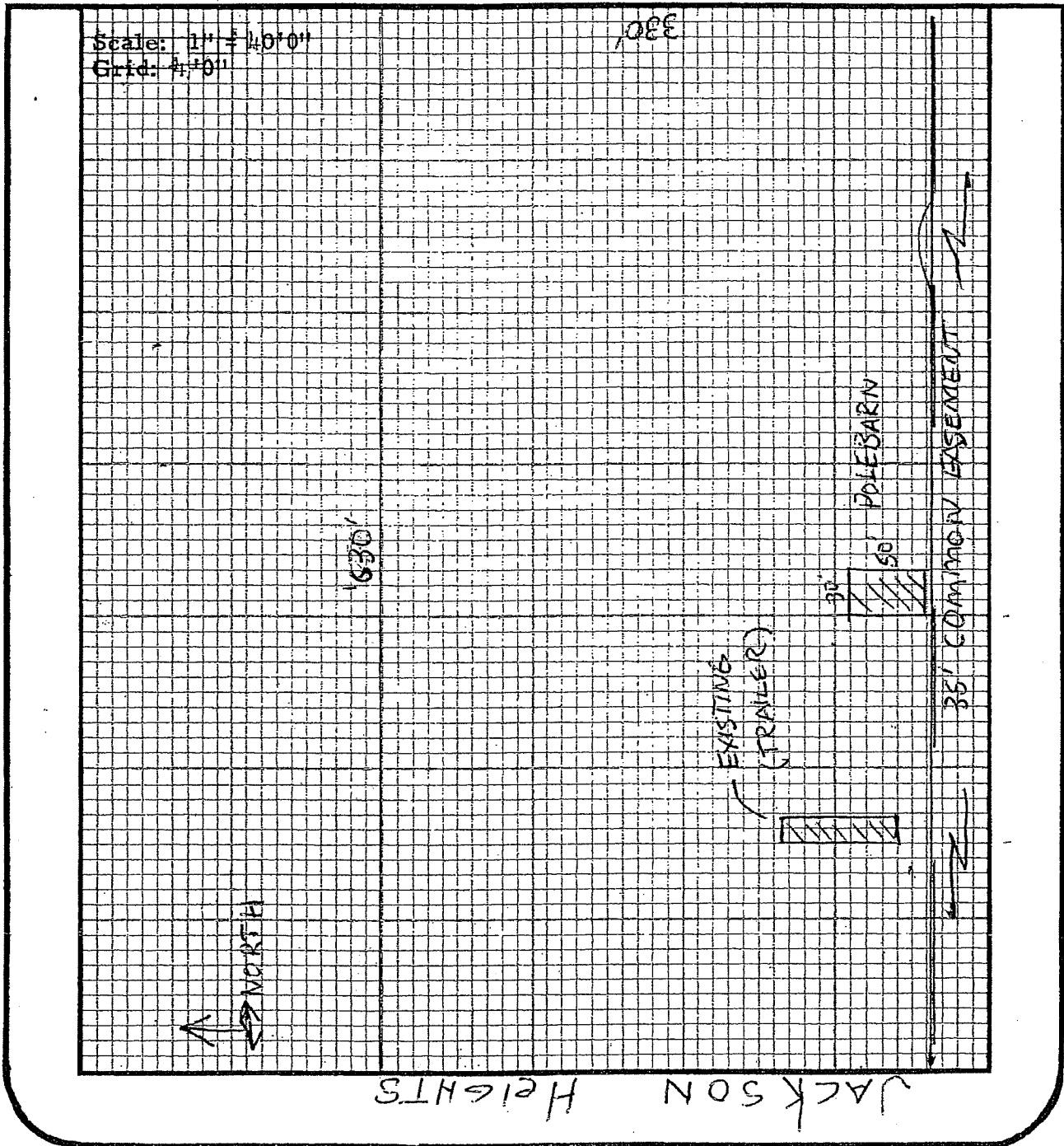
Goal Impact: The proposed ordinance has a positive impact upon both the safe and secure and the quality of life goals. It enhances effective enforcement of parking regulations, and helps keep accessible parking spaces available for those who need them.

Recommendations/Actions:

It is recommended that the Council approve the revision of Section 11.52.020 (25) of the City Code and place the ordinance on for first reading.

RESIDENTIAL PLOT PLAN

ADDRESS: 200 N. JACKSON HEIGHTS PERMIT NO. _____
 LOT(S): 16 BLK. _____ OF GILDER'S GARDENS ^{ADD'} ZONING _____
 REQUIRED SETBACKS: FRONT _____ SIDE _____ SIDE _____ REAR _____



I certify that the above plat complies with applicable zoning setbacks and sub-division covenants and restrictions.

Signed: Derek Ward
 (Applicant)

White Copy - File

Yellow Copy - Applicant

CON 2007-38

JACKSON HEIGHTS

JACKSON HEIGHTS

1ST

WICHITA

JACKSON HEIGHTS CT.

ARNETT

GARNETT

WICHITA

DOUGLAS
UNINCORPORATED

DOUGLAS



Case CON2007-00038
Total Area 724,696 sq. ft.
Application Area 211,040 sq. ft.
Street R/W 57,611 sq. ft.
Net Area 456,045 sq. ft.
20% of Net Area 91,209 sq. ft.
Net Protest Area 128,105 sq. ft.
Total % Protesting 28.09%

	CALCULATION AREA
	PROTEST WITHIN CALCULATION AREA
	PROTEST OUTSIDE CALCULATION AREA

Protest Petition

SECTION I

This is a protest petition for a Metropolitan Area Planning Commission item in:

☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☐ Rezoning, Case # _____ a change from _____ to _____
(Zoning District)

☒ Conditional Use, Case # CON2007-00038 ☐ Planned Unit Development, Case # _____
a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:

(Legal description can be attached to the petition.)

GILDER'S GARDENS ADDITION LOT #14

B. Address: 250 N JACKSON HEIGHTS WICHITA, KS 67206

C. Name(s) of protestor(s):

Pattie A Richardson
Signature

Signature

PATTIE A. RICHARDSON
Type or Print Name

Type or Print Name

RECEIVED

OCT 26 2007

Additional protest signatures can be attached and made a part of this petition as necessary.

METROPOLITAN PLANNING
COMMISSION

RECEIVED

OCT 30 2007

Protest Petition

RECEIVED

OCT 30 2007

METROPOLITAN PLANNING

SECTION I

DATE ☐

CITY CLERK OFFICE

This is a protest petition for a Metropolitan Area Planning Commission item in:

☒ Wichita ☐ Sedgwick County (unincorporated)

The undersigned property owners protest the proposed:

☐ Rezoning, Case # _____ a change from _____ to _____
(Zoning District)

☐ Conditional Use, Case # ~~LEN 2007-00036~~ ☐ Planned Unit Development, Case # _____
a request for a _____ on property zoned _____

SECTION II

Protestor's Name and Property Description (Must Be Completed)

A. Full legal description of your property:

(Legal description can be attached to the petition.)

Lot #1 White Garden ADD. BLOCK A

B. Address: 12324 E Douglas

C. Name(s) of protestor(s):

Jack A. Gilbert Bernice Gilbert
Signature Signature

JACK A. GILBERT BERNICE GILBERT
Type or Print Name Type or Print Name

(SEE ex Letter)

Additional protest signatures can be attached and made a part of this petition as necessary.

Ex Letter

THE REASON WE ARE
PROTESTING IS TO ALLOW
A NEW HOME TO BE
BUILT AND NOT BE CHARGED
THE SAME FEES THAT ALL
THE OTHER HOMES WERE
CHARGED.

I HAVE CHECKED
AND THE CITY SAID IF
I BUILT A HOME ON OUR
PROPERTY IT WOULD
COST ABOUT 9000⁰⁰ TO
BEEK ON. THEY WOULD
INCREASE USAGE AND
PAY NOTHING

Frank R. Gifford

RESOLUTION No. _____

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT AN ACCESSORY APARTMENT ON 5-ACRES ZONED "SF-5" SINGLE-FAMILY RESIDENTIAL, GENERALLY LOCATED WEST OF 127TH STREET EAST, NORTH OF DOUGLAS AVENUE, ON THE EAST SIDE OF JACKSON HEIGHTS STREET, IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit an accessory apartment on 5-acres zoned "SF-5" Single-family Residential legally described below:

Case No. CON2007-00038

A Conditional Use to permit an accessory apartment on 5-acres zoned "SF-5" Single-family Residential described as:

Lot 16, Gilda's Gardens Addition, Wichita, Sedgwick County, Kansas. Generally located west of 127th Street East, north of Douglas Avenue, on the east side of Jackson Heights Street.

SUBJECT TO THE FOLLOWING CONDITIONS:

- (1) The existing legal nonconforming mobile home shall become a temporary accessory apartment at the time that a stick frame house, a modular home or a residential designed manufactured home is placed on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street; the site. The stick frame house, modular home or residential designed manufactured home shall become the primary residence on the site and conform to Art. IV, Sec IV-D of the Unified Zoning Code (UZC) for residential design manufactured homes and shall comply with the all of the City's standards, permits and inspections for a permanent single-family residence. The appearance of the primary structure shall be compatible with the single-family residences of the neighborhood. The applicants have two-years to place a permanent primary residence on the site or the Conditional Use shall be considered null and void.
- (2) The primary structure and the temporary accessory apartment shall be subject to all requirements of Art III, Sec III-D.6.a of the UZC, for accessory apartments
- (3) A restrictive covenant will be recorded with the Register of Deeds that will state that the existing legal non conforming mobile home will be removed from the site within 90 days when care of the current applicants' parents is no longer required or ceases. This will

CON2007-00038

PAGE 1

end the Conditional Use for an accessory apartment.

- (4) The site will be generally developed as shown on an approved site plan, obtaining and conforming to all applicable permits, including but not limited to building, health, and zoning, including connection to City water & sewer.
- (5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

District II Advisory Board Minutes

December 3, 2007

www.wichita.gov

The District II Advisory Board meeting was held at 7:00 p.m. at the Rockwell Branch Library, 5939 E. 9th Street North. CM Schlapp was not in attendance, 6 board members attended, 6 staff and approximately 9 citizens were in attendance. Only those individuals who signed in are listed as guests below.

Members Present

Larry Frutiger
Tim Goodpasture
Joe Johnson
Max Weddle
Marty Weeks
Sam Jones – Youth Member

Brian Carduff
Aaron Mayes
Nick Pompeo – Youth Member

Members Absent

Daryl Crotts
Sarah Devries
Matt Hesse
David Mollhagen
Phil Ryan

Staff Present

Antione Sherfield, Neighborhood Assistant
Karen Walker, Parks & Recreation
Larry Hoetner, Parks & Recreation
Larry –Harris, Library
Bill Longnecker, Planning
Julie Irvin, OIC

Guests

Listed below.

ORDER OF BUSINESS

CALL TO ORDER

The meeting was called to order at 7:07 p.m. DAB members did introductions. DAB Chairman Joe Johnson welcomed everyone to the meeting and explained how the District II Advisory Board meeting is conducted. DAB Chair Joe Johnson also explained that no actions would be taken tonight due to lack of quorum. All items that required recommendations will be brought back to the January DAB meeting.

APPROVAL OF MINUTES AND AGENDA

PUBLIC AGENDA

Scheduled items

Sexually Oriented Businesses: Carl Brown, Operation South Wind, presented information related to sexually oriented businesses. Mr. Brown stated that there is a growing problem associated with pornography and obscenity in our city. Operation South Wind would like to preserve and increase a better quality of life for citizens. One of the goals of Operation South Wind is to help our “community standards”, and what we as a community consider “obscene”. There are (2) areas of concerns for our City Government. (1). **The move of SOB’s (Sexually Oriented Businesses) due to the rezoning and to be completed by December 31st, 2007.** He stated that it is their

provide. The transition should take about a year, as they will have to cross-train everyone.

Chairman Joe Johnson thanked Julie for her presentation.

Action Taken: Received and filed.

7. ZON2007-00054

Bill Longnecker, Planning Department, Russ Ewy (Agent), presented information on the request for a rezone change from SF-5 Single Family Residential to LC Limited Commercial generally located south and west of the intersection of Calhoun Drive and Kellogg.

Chairman Joe Johnson asked **Bill** if this item had already been to MAPC. **Bill** explained that this item went to MAPC on November 15, 2007 and was approved unanimously. The protest period ended last Thursday November 29, 2007 without any protest for the zone change or the CUP. **Bill** presented a diagram requesting a re-zone of 0.15 acres. Current zoning is "LC" Limited Commercial, "GC" General Commercial, "SF-5" Single-Family Residential.

Bill stated that these are (2) existing car dealerships and the CUP will form a replating process that would vacate a portion of Whittier Road that runs between Calhoun and Gouverneur. This would allow the (2) dealerships to merge together. There is a plat that is currently going through the process. Access control shall be as shown on the plan. There will be (1) main entrance unto Kellogg Drive, (3) entrances unto Calhoun, and (1) main entrance unto Gouverneur. There will be a (6) ft. masonry wall put up, landscaping consisting of trees over (20) ft. **Chairman Joe Johnson** asked where the single family housing was. **Russ** identified (1) Single Family home that was displayed on the diagram. **Russ** states this item would have went to City Council on December 18, 2007 but were deferred at the request of **CM Schlapp**.

Action Taken: Receive and file: No vote taken or recommendation provided from DAB Board due to no quorum.

8. CON2007-00038

Bill Longnecker, Planning Department, presented information on the request for a conditional use for an accessory apartment, generally located west of 127th Street East, north of Douglas Avenue, on the east side of Jackson Heights Street.

Bill stated that this item was heard and passed (12-0) by the Planning Commission on October 18, 2007. **Bill stated that there is (1) protest on this case.** The property owner protested that the applicant would not have to pay the assessment for the water and sewer connection for a separate residence. One condition that they have for an accessory apartment is that water and sewer remain on the same service line as a primary structure. This procedure prevents it from being sold off as a separate structure dwelling. **Bill** states the unusual thing about this particular case is the property owner at this point has a non-conforming mobile home on this land, which OCI requires to be registered annually. The property owner wants to build a modular home or residential design manufacture home on the site which will become the primary residence and the legal non-conforming building will then become a temporary accessory apartment which will be taken off the site in (90) days when care of the applicants parents is no longer required. **Bill** states once the property owner's parent's leave; the property owner has (90) days to remove mobile home.

Bill states there is (1) property to the north left that has protested this item, which is the reason why this went to City Council. The property owner is not here and was not at the MAPC but did turn in a valid protest. **Board Member Goodpasture** asked if the accessory apartment would be on a permanent foundation? **Bill** stated yes it would be on a permanent foundation. It will become the primary residence and typically accessory apartments are always placed on a permanent foundation although the County does allow temporary accessory apartments for medical distress within a family.

Chairman Joe Johnson asked if there were any questions. The DAB had no questions for **Bill**.

Action: No vote taken or recommendation provided from DAB Board due to no quorum.

BOARD AGENDA

9. Updates, Issues, and Reports

With no further business, the meeting adjourned at 9:10 p.m.

The next DAB II meeting will be **Wednesday January 9th, 2008** at the Rockwell Branch Library.

Respectfully Submitted,
Antione Sherfield, Neighborhood Assistant

Guest

Officer Oblinger
Farther H. Setter
Becky Tuttle
Diane Tuttle
Bruce Bodecker
Sonja Armbruster
Tom Roth
Diane Ward
Ty Kane

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PLANNING AGENDA

Motion--
--carried

Brewer moved that Planning Consent items 45 to 47 be approved in accordance with the recommended action shown thereon. Motion carried 5 to 0, (Schlapp and Skelton absent).

(ITEM 44)
CON2007-38

CON2007-38 – CONDITIONAL USE FOR AN ACCESSORY APARTMENT; GENERALLY LOCATED WEST OF 127TH STREET EAST AND NORTH OF DOUGLAS AVENUE. (DISTRICT II)

John Schlegel

Planning Director reviewed the item.

Agenda Item No. 44.

MAPC Recommendations: Approve (12-0).
MAPD Staff Recommendations: Approve.

The applicants are requesting a Conditional Use to allow an accessory apartment on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street. The applicants will live in their existing 16-foot (x) 76-foot manufactured home, while one of the couple's 77 & 79 year old parents will live in either a stick frame, modular or residential designed manufactured home. Because of the parents' age and medical conditions they require care. The subject site is zoned "SF-5" Single-family Residential. Because the proposed additional structure will contain a kitchen, bathroom and sleeping quarters, it is classified as a dwelling unit and thus requires a "Conditional Use" approval for an accessory apartment.

The immediate area is characterized by large lot/tract single-family residential development with "SF-5" zoning located on the north side of Douglas Avenue. The exceptions are five (5) "TF-3" Duplex-residential zoned (ZON2004-10) lots, abutting the south side of the subject site. The other exception is the applicants' residence, which is one of three mobile homes in the larger area between 127th Street East to Jackson Heights Street, north of Douglas, which staff found when driving the area.

The lots and tracts in the area generally range from 0.25-acres to over 4-acres with the houses on them having been built (GIS sampling) anywhere from the 1920s to 1980, with the majority having been built during the 1940s and 1950s. Materials used on the houses vary from brick, to brick and wood or composite siding, to wood or composite siding, or vinyl siding. Some of the larger lots, with houses on them, also have outbuildings on them, allowing these property owner's to keep their horses on their properties. The area also features lots of mature trees, landscaping and some mixed tree hedges. South of Douglas Avenue there is undeveloped, "SF-20" zoning, in a small isolated part of Sedgwick County, and a large manufactured housing park. The subject site is on Jackson Heights Street, a two-lane asphalt residential street with open ditches.

The site plan shows the applicants' residence, the proposed accessory apartment located in front of the existing residence, and a 30-foot (x) 50-foot pole barn. No size is given for the proposed accessory apartment. The applicants' manufactured home is registered with the Office of Central Inspection (OCI) as a legal nonconforming land use, a 'mobile home' on "SF-5" zoned property; a movable (not located on a permanent foundation) detached dwelling unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD code), per Art II. Sec II-B, 8(k) of the Unified Zoning Code.

The proposed accessory apartment will have to meet the standards for a conforming single-family residence, which include the UZC's 'residential-design manufactured home' standards, which is an upgrade to the applicants' legal non-conforming mobile home. Because the accessory apartment will have to meet the City's standards for a permanent single-family residence it will in fact become the primary residence, while the legal non conforming mobile home becomes a temporary accessory apartment, where the care givers/applicants will continue to live.

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The Unified Zoning Code's Conditional Use requirements for accessory apartments are as follows:

- (a) A maximum of one accessory apartment may be allowed on the same lot as a single-family dwelling;
- (b) The appearance of an accessory apartment shall be compatible with the main dwelling and with the character of the neighborhood;
- (c) The accessory apartment shall remain accessory to and under the same ownership as the principal single-family dwelling, including that it shall not be subdivided or sold as a condominium.
- (d) The water and sewer service provided to the accessory structure shall not be provided as separate service from the main dwelling.

There was one speaker in opposition to the request at the MAPC meeting on October 18, 2007. The speaker's protest was in regards to the accessory apartment not having its own sewer and water and thus avoiding the cost of having a separate water and sewer system for the accessory apartment. The MAPC voted unanimously (12-0) to recommend approval of the Conditional Use, subject to the following conditions being completed within two (2) years:

- (1) The existing legal nonconforming mobile home shall become a temporary accessory apartment at the time that a stick frame house, a modular home or a residential designed manufactured home is placed on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street; the site. The stick frame house, modular home or residential designed manufactured home shall become the primary residence on the site and conform to Art. IV, Sec IV-D of the Unified Zoning Code (UZC) for residential design manufactured homes and shall comply with the all of the City's standards, permits and inspections for a permanent single-family residence. The appearance of the primary structure shall be compatible with the single-family residences of the neighborhood. The applicants have two-years to place a permanent primary residence on the site or the Conditional Use shall be considered null and void.
- (2) The primary structure and the temporary accessory apartment shall be subject to all requirements of Art III, Sec III-D.6.a of the UZC, for accessory apartments
- (3) A restrictive covenant will be recorded with the Register of Deeds that will state that the existing legal non conforming mobile home will be removed from the site within 90 days when care of the current applicants' parents is no longer required or ceases. This will end the Conditional Use for an accessory apartment.
- (4) The site will be generally developed as shown on an approved site plan, obtaining and conforming to all applicable permits, including but not limited to building, health, and zoning, including connection to City water & sewer.
- (5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

During the subsequent two-week protest period following the MAPC meeting, Staff received two (2) protests, however only one was within the 200-foot protest area. Because of the protest the Conditional Use request must proceed to the Council for consideration and final action. The protest equals 28.09% of the total land area, which (because it is over 20% of the total land area) requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest. The other protest has appeal standing. The protester gave no reason for their protest, while the neighbor with appeal standing thought that the applicant was trying to avoid the cost of having separate water and sewer systems for the accessory apartment.

Promote Economic Vitality and Affordable Living.

The resolution has been reviewed and approved as to form by the Law Department.

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Council Member Longwell Council Member Longwell stated that Council Member Schlapp briefed him on this and asked to defer it to give her enough time to take this back to her DAB and then bring back to the Council.

Motion-- Longwell moved to send this to the District II Advisory Board in the December meeting and then defer
--carried any action coming back to the Council first meeting in January. Motion carried 5 to 0, (Schlapp and Skelton absent).

A07-18R

A07-18R-REQUEST BY VICTOR WHITE, DIRECTOR OF AIRPORTS, ON BEHALF OF THE WICHITA AIRPORT AUTHORITY, TO ANNEX LAND GENERALLY LOCATED EAST OF WEBB ROAD, TO THE NORTH AND SOUTH OF 45TH STREET. (DISTRICT II)

Agenda Item No. 45.

The City received a request to annex 187.58 acres of land generally located east of Webb Road, to the north and south of 45th Street North. The annexation area abuts the City of Wichita to the south and southwest. The property owner does not anticipate development of this property, because a portion of this property is within the Runway Protection Zone and the Runway Approach area.

Land Use and Zoning: The proposed annexation consists of approximately 187.58 acres of property currently zoned "RR" Rural Residential. Upon annexation, the "RR" Rural Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north and east is primarily undeveloped, of which property within the County is zoned "RR" Rural Residential. Property directly to the northeast is within the City of Bel Aire and is zoned as Agricultural. Property to the south is the Colonel James Jabara Airport and is zoned as "LI" Limited Industrial. Property to the west, south of 45th Street, is currently being developed and is zoned as "SF-5" Single-Family Residential. Property to the west, north of 45th Street is within the City of Bel Aire and is zoned as Agricultural at this time. Bel Aire's Planning Commission recently recommended approval of a zone change from Agricultural to "C2" Commercial with a PUD Overlay, and it is currently awaiting City Council approval and publication.

Public Services: There is a 20" water main along the west side of the subject property, along the west side of Webb Road, with stubs across Webb Road at 43rd Street North and 45th Street North. There is an 8" sewer line in the Sand Plum Addition, across Webb Road from the southwest corner of the subject property.

Street System: The subject property borders Webb Road to the west, which is a paved, four-lane road. 45th Street North runs through the subject property, which is a dirt road. 43rd Street North runs directly south of the subject property and then curves south, turning into Lindberg Street and running along the west edge of the subject property. 43rd Street North is a paved, two-lane road. The City of Wichita Capital Improvement Program (CIP) 2007-2016, the 2006 Transportation Improvement Program, and the Sedgwick County Capital Improvement Program 2008-2012 do not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a five (5) to six (6) minute approximate response time from City Fire Station No. 18, located at 2808 North Webb Road. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The Northeast Sports Complex, a 60-acre park, is located 1 1/2 miles to the south of the proposed annexation site and is currently being developed for youth athletics. Chisholm Creek Park, a 281-acre park, is located approximately 3 miles to the southwest of the proposed annexation site and contains a 4.2-mile nature trail, two fishing ponds, picnic tables, grills, an open shelter, and two restroom facilities. According to the 1996 Parks and Open Space Master Plan, a potential future pathway has been proposed that would run along the west edge of the subject property on Webb Road, as well as, through the property starting at the intersection of 45th Street and Webb Road, running southeast toward the intersection of Greenwich Road and 37th Street North.

EXCERPT OF OCTOBER 18, 2007 MAPC HEARING

Case No.: CON2007-38 – Derrick & Diane Ward Request City Conditional Use for an accessory apartment in "SF-5" Single-family Residential zoning on property described as;

Lot 16, Gilder's Gardens Addition, Sedgwick County, Kansas. Generally located West of 127th Street East, north of Douglas Avenue, on the east side of Jackson Heights Street.

BACKGROUND: The applicants are requesting a Conditional Use to allow an accessory apartment on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street. The applicants will live in their existing 16-foot (x) 76-foot manufactured home, while one of the couple's 77 & 79 year old parents will live in either a stick frame, modular or residential designed manufactured home. Because of the parents' age and medical conditions they require care. The subject site is zoned "SF-5" Single-family Residential. Because the proposed additional structure will contain a kitchen, bathroom and sleeping quarters, it is classified as a dwelling unit and thus requires a "Conditional Use" approval for an accessory apartment.

The site plan shows the applicants' residence, the proposed accessory apartment located in front of the existing residence, and a 30-foot (x) 50-foot pole barn. No size is given for the proposed accessory apartment. The applicants' manufactured home is registered with the Office of Central Inspection (OCI) as a legal nonconforming land use, a 'mobile home' on "SF-5" zoned property; a movable (not located on a permanent foundation) detached dwelling unit that was manufactured according to standards prior to 1976 or that does not conform to the Manufactured Home Construction and Safety Standards Act (HUD code), per Art II. Sec II-B, 8(k) of the Unified Zoning Code.

The immediate area is characterized by large lot/tract single-family residential development with "SF-5" zoning located on the north side of Douglas Avenue. The exceptions are five (5) "TF-3" Duplex-residential zoned (ZON2004-10) lots, abutting the south side of the subject site. The other exception is applicants' residence, which is one of three mobile homes in the larger area between 127th Street East to Jackson Heights Street, north of Douglas, which staff found when driving the area.

The lots/tracts and tracts in the area generally range from 0.25–acres to over 4-acres with the houses on them having been built (GIS sampling) anywhere from the 1920s to 1980, with the majority having been built during the 1940s and 1950s. Materials used on the houses vary from brick, to brick and wood or composite siding, to wood or composite siding, or vinyl siding. Some of the larger lots, with houses on them, also have outbuildings on them, allowing these property owner's to keep their horses on their properties. The area also features lots of mature trees, landscaping and some mixed tree hedges. South of Douglas Avenue there is undeveloped, woody "SF-20" zoning, in a small isolated part of Sedgwick County, and a large manufactured housing park. The subject site is on Jackson Heights Street, a two-lane asphalt residential street with open ditches.

The Unified Zoning Code's Conditional Use requirements for accessory apartments are as follows:

- (a) A maximum of one accessory apartment may be allowed on the same lot as a single-family dwelling;

- (b) The appearance of an accessory apartment shall be compatible with the main dwelling and with the character of the neighborhood;
- (c) The accessory apartment shall remain accessory to and under the same ownership as the principal single-family dwelling, including that it shall not be subdivided or sold as a condominium.
- (d) The water and sewer service provided to the accessory structure shall not be provided as separate service from the main dwelling.

CASE HISTORY: The subject site is Lot 16, Gilder’s Gardens Addition and was recorded with the Register of Deeds December 29, 1923. The mobile home was located on the site in early 1995. The site/area was annexed into the City of Wichita 11-28-1997.

ADJACENT ZONING AND LAND USE:

NORTH:	“SF-5”	Single-family residences
SOUTH:	“SF-5,” “TF-3”	Single-family residences, duplexes
EAST:	“SF-5”	Single-family residences
WEST:	“SF-5”	Single-family residences

PUBLIC SERVICES: The site has access to Jackson Heights Street, a two-lane asphalt residential street with open ditches. Douglas Avenue at this location is a two-lane asphalt urban collector street with open ditches. Public water and sewer serve the site. All other services are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “Urban Residential.” The Urban Residential category includes all densities of residential development found within the urban municipality. The policies of the Unified Zoning Code allow one accessory apartment to be associated with a principle dwelling as a Conditional Use if the proposed use is compatible with the principle dwelling, is in character with the surrounding residential development, is accessory to the main structure, remains in a single ownership, and obtains water and sewer service from the main dwelling hook-up. The proposed accessory apartment will have meet the standards for a conforming single-family residence, which include the UZC’s ‘residential-design manufactured home’ standards, which is an upgrade to the applicants’ legal non-conforming mobile home. Because the accessory apartment will have to meet the City’s standards for a permanent single-family residence it will in fact become the primary residence, while the legal non conforming mobile home becomes a temporary accessory apartment, where the care givers/applicants will continue to live.

RECOMMENDATION: Based upon information available prior to the public hearing, Staff recommends that the request be APPROVED subject to the following conditions being completed within a year:

1. The accessory apartment shall be subject to all requirements of Art III, Sec III-D.6.a of the Unified Zoning Code (UZC), for accessory apartments. The appearance of the accessory apartment shall be compatible with the single-family residences of the neighborhood, including the requirements of Art IV, Sec IV-D of the UZC, for residential designed manufactured homes.
2. A restrictive covenant will be recorded with the Register of Deeds that will state that the existing legal non conforming mobile home will be removed from the

site within 90 days when care of the current applicants' parents is no longer required or ceases. This will in effect end the Conditional Use for an accessory apartment.

3. The site will be generally developed as shown on an approved site plan, obtaining and conforming to all applicable permits, including but not limited to building, health, and zoning, including connection to City water & sewer.
4. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area surrounding the subject site, north of Douglas Avenue, is characterized by large lot/tract single-family residential development, zoned "SF-5" Single-family Residential, with the noted exceptions of the five abutting (south side of site) "TF-3" zoned duplexes and the applicants' legal non conforming mobile home. Residences in the area have been built beginning in the 1920s through the present, with a majority of the immediate housing being built in the 1940s and 1950s. A few of the larger residential properties also have outbuildings on them, which allow their owners to keep horses on their property. This area features lots of mature trees, landscaping and some mixed tree hedges. The roads are generally paved asphalt with open ditches. Staff saw no vacant housing; this appears to be a vital residential neighborhood.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned "SF-5" Single-Family Residential, which accommodates low to moderate-density single-family residential development and complementary land uses. The site is developed as legal non-conforming mobile home and could continue to be used as it is (with yearly registration with OCI) without a Conditional Use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed accessory apartment will be an improvement over the existing legal non-conforming mobile home, which will be removed when the care of the applicants' parents is no longer required or ceases.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested accessory apartment is in conformance with the "The Wichita-Sedgwick County Comprehensive Plan," although the applicants' current residence is registered with OCI as a legal non-conforming use.
5. Impact of the proposed development on community facilities: None identified.

BILL LONGNECKER, Planning staff presented the staff report.

MCKAY asked if the property was affected by the floodway?

LONGNECKER responded "no".

Responding to a question from **HENTZEN** concerning a time frame for construction of the primary residence, **LONGNECKER** said there was no stated time frame, and that he thought that might have been an oversight on his part.

MCKAY said he thought the application should be a conditional use for the mobile home with time limits rather than an accessory apartment, since the mobile home already exists and they are adding a residence to the property.

LONGNECKER referred to the staff report and commented that the “legal non-conforming home” (trailer) becomes the accessory apartment.

JOHNSON Out @ 2:57 p.m.

There was considerable discussion concerning how the application was presented. Staff agreed on wording to better show the intent of the recommendation for approval of an accessory apartment, which would make the legal non conforming manufactured home a temporary accessory apartment, when the permanent house was built on the site. The legal non-conforming manufactured home/temporary accessory apartment would be removed when care for the parents was no longer provided.

BISHOP referred to the staff report conditions and the “restrictive covenants” and mentioned that the Office of Central Inspection and/or the City doesn’t get involved in enforcing those issues because they are civil; however, they are mentioned in the conditions.

LONGNECKER explained that restrictive covenants could be public.

DIANE WARD, 200 NORTH JACKSON HEIGHTS, APPLICANT thanked the Commission for the opportunity to speak. She asked the Commission to please approve the conditional use for the accessory apartment. She explained that the residence would be for her parents who are becoming elderly, and that the time has come in their lives that they need her help.

JACK GILBERT, 7015 ROCKWOOD said he owns property about south of the duplexes. He referred to the staff report, page 2., item B. and asked who would determine what was considered “compatible” with the main dwelling. He also asked about Item D. concerning the water and sewer system being attached to the same one used by the house. He said he understood that anytime a dwelling is built, there has to be a separate attachment to the sewer system. He concluded by saying that he has been out there since 1977, and that he previously sold 4.6 acres and kept 1.5 acres to build on. He said this changes the complexion of the where he wanted to build. He mentioned the duplexes to the north, and commented that so far they look pretty good, but he didn’t know what was going to happen down the road.

LONGNECKER explained that the legal non-conforming mobile would become the accessory apartment at such time as the new residence is built. He said in reference to the common sewer and water connections were in place to ensure less opportunity for separate ownership of the two residences.

TAPE 2, SIDE 1

MOTION: To approve subject to staff recommendation and the existing property becoming the accessory apartment once the primary residence is built and that all restrictions go to the mobile home and new residence.

MCKAY moved, **HILLMAN** seconded the motion.
(No vote taken, discussion continued.)

There was brief discussion concerning the time limit of one year, and if that was sufficient time to complete the new residence.

MARNELL asked about the possibility of a lot split as opposed to an accessory apartment so that both sites were in legal “non-conforming” use.

LONGNECKER explained that a lot split was a scenario discussed with the applicant.

MARNELL asked the applicant and if she would be able to meet the one year time schedule?

WARD said she could as of today, but asked if something should come up, could she come back and request more time?

MARNELL SUBSTITUTE: To allow the applicant two (2) years.

MARNELL moved, **BISHOP** seconded the motion, and it carried (11-0).

BISHOP said she supports this as a creative, flexible way to deal with the situation. She said this will be improving the neighborhood at some point in the future, and the non-conforming use, the trailer, will eventually go away.

City of Wichita
City Council Meeting
January 15, 2008

TO: Mayor and City Council

SUBJECT: CON2007-38 – Conditional Use for an accessory apartment; generally located west of 127th Street East and north of Douglas Avenue, on the east side of Jackson Heights Street. (District II)

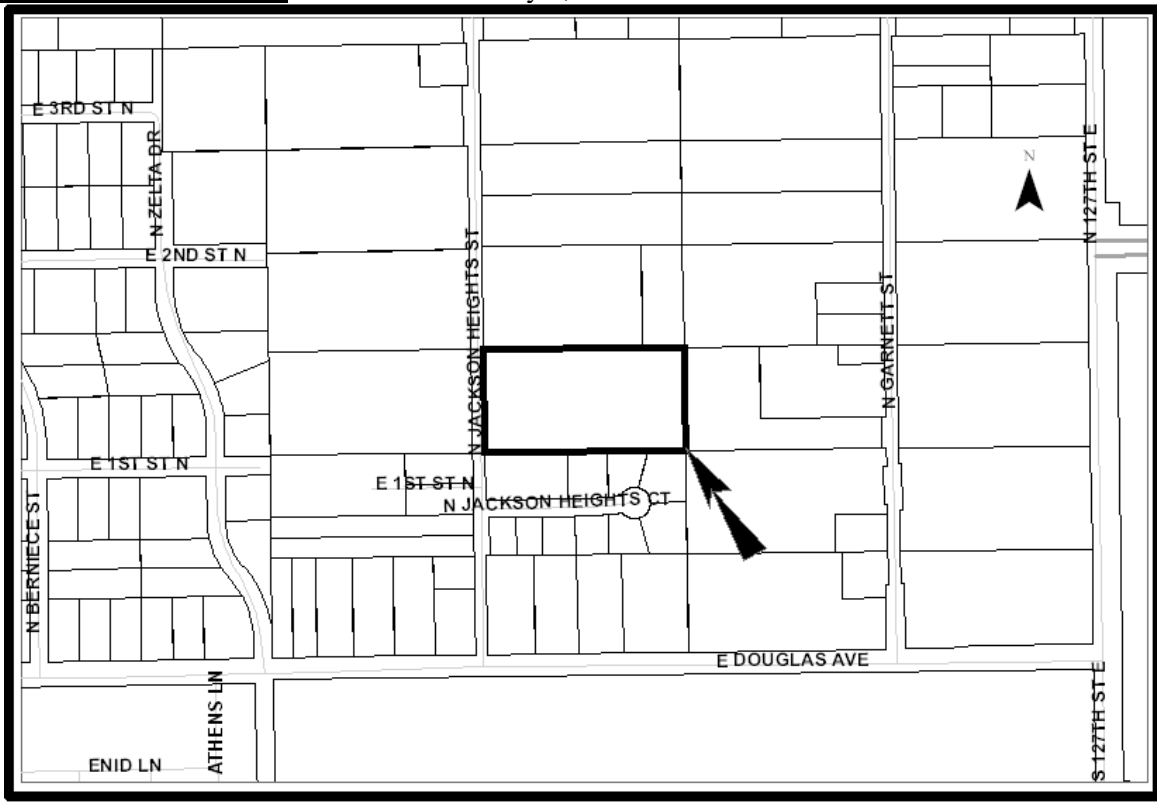
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB II Recommendation: To be heard January 9, 2008.



Background: The applicants are requesting a Conditional Use to allow an accessory apartment on Lot 16, Gilda's Gardens Addition, a 5-acre lot located at 200 N Jackson Heights Street. The applicants will live in their existing 16-foot (x) 76-foot manufactured home, while one of the couple's 77 & 79 year old parents will live in either a stick frame, modular or residential designed manufactured home. Because of the parents' age and medical conditions they require care. The subject site is zoned "SF-5" Single-family Residential. Because the proposed additional structure will contain a kitchen, bathroom and sleeping quarters, it is classified as a dwelling unit and thus requires a "Conditional Use" approval for an accessory apartment.

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The proposed accessory apartment will have to meet the standards for a conforming single-family residence, which include the UZC's 'residential-design manufactured home' standards, which is an upgrade to the applicants' legal non-conforming mobile home. Because the accessory apartment will have to meet the City's standards for a permanent single-family residence it will in fact become the primary residence, while the legal non conforming mobile home becomes a temporary accessory apartment, where the care givers/applicants will continue to live.

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- (d) The water and sewer service provided to the accessory structure shall not be provided as separate service from the main dwelling.

Analysis: There was one speaker in opposition to the request at the MAPC meeting on October 18, 2007. The speaker's protest was in regards to the accessory apartment not having its own sewer and water and thus avoiding the cost of having a separate water and sewer system for the accessory apartment. The MAPC voted unanimously (12-0) to recommend approval of the Conditional Use, subject to the following conditions being completed within two (2) years:

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- (5) If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VII hereof, may, with the concurrence of the Planning Director, declare the Conditional Use null and void.

During the subsequent two-week protest period following the MAPC meeting, Staff received two (2) protests, however only one was within the 200-foot protest area. Because of the protest the Conditional Use request must proceed to the Council for consideration and final action. The protest equals 28.09% of the total land area, which (because it is over 20% of the total land area) requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest. The other protest has appeal standing. The protester gave no reason for their protest, while the neighbor with appeal standing thought that the applicant was trying to avoid the cost of having separate water and sewer systems for the accessory apartment.

At the November 20, 2007, Wichita City Council meeting, the Council deferred action on the Conditional Use request and directed that it be sent to the District Advisory Board (DAB) II's December meeting for their consideration, after which the request would then be sent back to Council for action on their first meeting in January 2008. Because there was not a quorum of the DAB members at the Monday, December 3, 2007, meeting, the DAB heard the Conditional Use request case, but did not make a recommendation. The DAB's comment for all agenda items was that those items needing a recommendation be sent back to the DAB for consideration at their first meeting in January. No one spoke against the request at the DAB meeting.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use, subject to its conditions including the voluntary restrictive covenant (requires a $\frac{3}{4}$ majority vote by the Council to override neighborhood protest); or
2. Deny the application, by making alternative findings, and override the MAPC recommendation (requires a two-thirds majority vote to override the MAPC's recommendation); or
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Mayor and City Council Members

SUBJECT: DED 2007-32 -- Dedication of a Utility Easement and Street Improvement Agreement located west of Seneca and north of 55th Street South. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication and approve the Agreement.

Background: This Dedication and Street Improvement Agreement is associated with Lot Split Case No. SUB 2007-100 (Pippin Second Addition). The Dedication is for construction and maintenance of public utilities. The Street Improvement Agreement assures the City of Wichita that this property will be included in the paving improvements for 52nd Street South and that the owners have waived their right to protest said paving improvement.

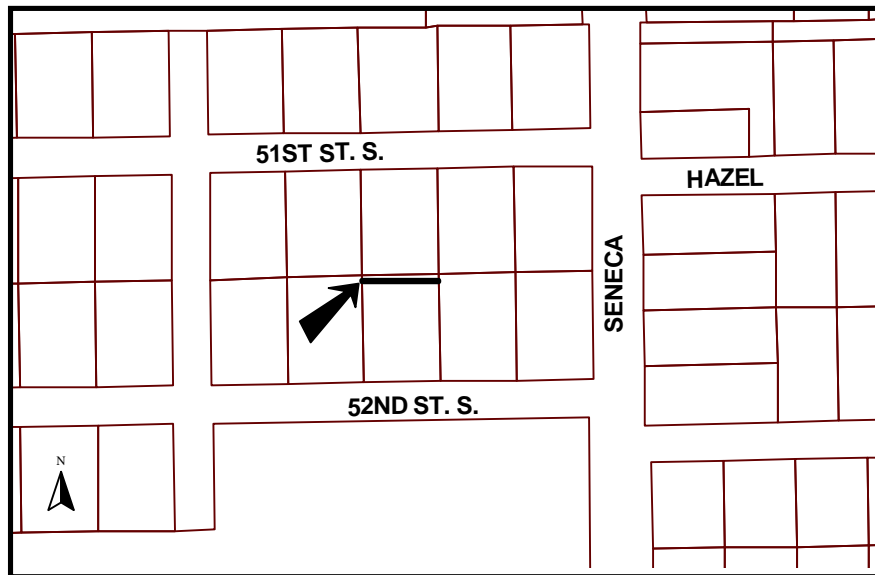
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication and Street Improvement Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication, approve the Agreement and authorize necessary signatures.



UTILITY EASEMENT

THIS EASEMENT made this 19th day of December, 2007, by and between Curtis Bixenman, party of the first part, and the City of Wichita, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party, for the benefit of the public, a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer, all other public utilities, over, along, and under the following-described real estate situated in Sedgwick County, Kansas, to-wit:

A 2.00 foot parcel of land for utility easement within Lot 8 in Block F as said lots and blocks are delineated and so designated upon that certain map entitled Pippin Second Addition, Sedgwick County, Kansas, filed April 25, 1951, in Drawer P-Q 6-10, in the office of the Register of Deeds of the said County of Sedgwick.
Containing 0.01 acres or 239.92 square feet more or less.

1130 52nd Street South

Beginning 59.98' East and 10.00' South of the Northwest Corner Lot 8 Block F Pippin Second Addition; thence N 89°29'24" E a distance of 59.98'; thence N 00°01'16" E a distance of 2.00'; thence S 89°29'24" W a distance 59.98'; thence S 00°01'36" W a distance of 2.00' to Point of Beginning.

Containing 0.005 acres or 119.96 square feet more or less.

1134 52nd Street South


Beginning 59.98' East and 8.00' South of the Northwest Corner Lot 8 Block F Pippin Second Addition; thence S 89°29'24" W a distance of 59.98'; thence S 00°01'55" W a distance of 2.00'; thence N 89°29' 24" E a distance of 59.98'; thence N 00°01'36" E a distance of 2.00' to Point of Beginning.

Containing 0.005 acres or 119.96 square feet more or less.

DED 2007-32
(45# Sub 2007-100)

And said second party, for the benefit of the public, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer, all other public utilities.

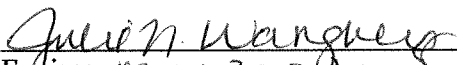
IN WITNESS WHEREOF: The said first party has signed these presents the
day and year first above written.

By: 
Curtis Bixenman

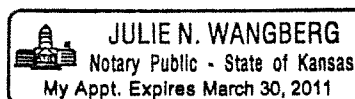
STATE OF KANSAS) COUNTY OF SEDGWICK)
SS:

BE IT REMEMBERED, that on this 20 day of December, 20007,
before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came
Curtis Bixenman, personally known to me to be
the same person who executed the within instrument of writing and such person duly
acknowledged the execution of the same, for and on behalf and as the act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year above written.


Expires: March 30, 2011

Notary Public (My Appointment



AGREEMENT

THIS AGREEMENT made and entered into this ²⁸~~28~~ day of ^{November}~~October~~ 200⁷~~7~~, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Curtis Bixenman party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as:

1130 S 52nd

Beginning 59.995' East of the Southwest Corner Lot 8 Block F Pippin Second Addition; thence N 89°30'08" E a distance of 59.995'; thence N 00°01'16" E a distance of 166.70'; thence S 89°29'24" W a distance 59.98'; thence S 00°01'36" W a distance of 166.69' to Point of Beginning. Containing 0.230 acres more or less.

and

1134 S 52nd

Beginning 59.995' East of the Southwest Corner Lot 8 Block F Pippin Second Addition; thence N 00°01'36" E a distance of 166.69'; thence S 89°29'24" W a distance of 59.98'; thence S 00°01'55" W a distance of 166.68'; thence N 89°30'08" E a distance of 59.995' to Point of Beginning. Containing 0.230 acres more or less.

WHEREAS, Owner wishes to complete a lot split application for approval through the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the parties hereto agree as follows:


1. City shall grant Owner's request for subject lot split to said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this lot split having been constructed.

2. Owner, on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements on 52nd Street South by City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 28 day of November, 2007.

Owner(s) please sign, then type or print name below signature:


Curtis Bixenman, Owner

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

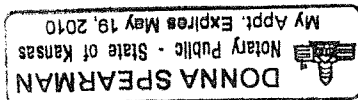
Karen Sublett, City Clerk

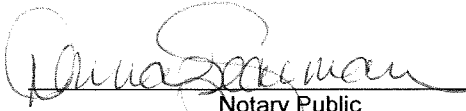
STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 29 day of Nov, 2007, before me, a Notary Public, in and for the County and State aforesaid, came Curtis Bixenman, Owner, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

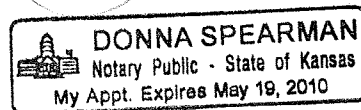
IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

SEAL




Notary Public

My Commission Expires: May 19, 2010



STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this _____ day of _____, 2007, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

SEAL

Notary Public

My Commission Expires: _____

City of Wichita
City Council Meeting
January 15, 2008

TO: Mayor and City Council Members

SUBJECT: DED 2007-37 -- Dedication of a Utility Easement located west of West Street and South of Harry. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split Case No. SUB 2007-117 (Mayfield First Addition). The Dedication is for construction and maintenance of public utilities.

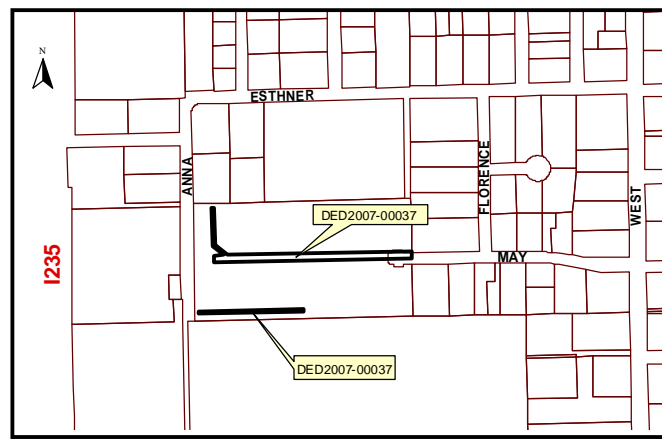
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.



EASEMENT

THIS INDENTURE MADE THIS 18th day of December, 2007,
between the undersigned ("Grantors"), and the City of Wichita ("Grantee").

WITNESSETH:

Grantors in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant and convey unto Grantee a drainage easement over and across the following described real estate situated in Sedgwick County Kansas, to-wit:

Centerline of a 40 foot Utility Easement being described as:

Commencing at a point on the East line of Lot 1, Block 1, May Field First Addition, to Wichita, Sedgwick County, Kansas, said point being 364.50 feet North of the Southeast corner of said Lot 1; thence S 88°41'43" W, parallel with the South line of said Lot 1, a distance of 1159.63 feet, to the East edge of Reserve A and the end of said utility easement.

Along with the centerline of a 15 foot Utility Easement being described as:

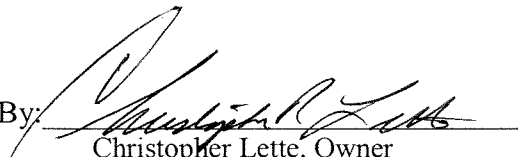
Commencing at a point on the North line of Lot 1, Block 1, May Field First Addition, to Wichita, Sedgwick County, Kansas, said point being 117.07 feet East of the Northwest corner of said Lot 1; thence S 0°57'47" E, parallel to the East line of Reserve A, a distance of 30.0 feet to the Point of Beginning; thence continuing S 0°57'47" E, a distance of 222.68 feet; thence S 46°8'30" E, a distance of 92.86 feet to the end of said utility easement.

IT IS AGREED AND UNDERSTOOD between the parties that Grantor retains the fee title to said real estate and may have the use of the surface thereof when the same

(DED 2007-37)
(43A 2007-117)
S.B.

does not conflict or interfere with the right and privilege granted to Grantee herein and that this grant is binding upon and extends to the successors and assignees of Grantor.


IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers and the corporate seal affixed hereto, all on the day and year first above written.

By: 
Christopher Lette, Owner
C & C Development, L.L.C.

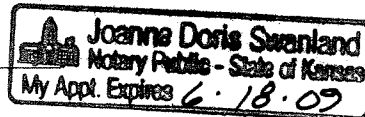
STATE OF Kansas)
) SS
COUNTY OF Sedgwick

BE IT REMEMBERED, That on this 18th day of December, 2007, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christopher Lette, Owner, C & C Development, L.L.C. and he has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.


Notary Public

My Commission Expires: _____



An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: Land generally located east of 143rd Street East, between Pawnee Road and Harry Street.

Address:		Reason(s) for Annexation:	
46.9	Area in Acres		Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units	X	Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single-Family Residential	

PUBLISHED IN THE WICHITA EAGLE ON _____

ORDINANCE NO. _____

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(island annexation - A07-19)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

That part of the SW1/4 of Section 36, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as commencing at the northwest corner of said SW1/4; thence S89°48'32"E, along the north line of said SW1/4, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said SW1/4; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the place of beginning.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this _____.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 15, 2008

TO: Mayor and City Council Members

SUBJECT: A07-19R Request by Cory Shackelford of LCS Enterprises, Inc. to annex land generally located east of 143rd Street East, between Pawnee Road and Harry Street. (island annexation; District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

Background: The City received a request to annex 46.9 acres of land generally located east of 143rd Street East, between Pawnee Road and Harry Street. Since the subject property does not abut the City of Wichita, this is an island annexation request. On December 19, 2007, the Board of County Commissioners adopted Resolution No. 278-07, finding that the proposed annexation by the City will not hinder or prevent proper growth and development of the area or that of any other incorporated city located in Sedgwick County. Therefore, the finding is favorable to the City, and the City Council may proceed to give first reading of an ordinance annexing the requested property into the City of Wichita. The property owner anticipates that the proposed property will be developed as Cambria Addition, with 40 single-family homes within the next five years. A plat was submitted to the Metropolitan Area Planning Department and is currently under review.

Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 46.9 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east, south and west is primarily undeveloped, with only a few scattered homes, and is zoned "SF-20" Single-Family Residential.

Public Services: The closest water line is a 16" line that runs east, west and north at the intersection of Harry Street and 143rd Street East. A sewer main is currently in design to serve the subject property, as well as, other areas. It will be coming from an existing 18" main in the Whispering Lake Estates Addition to the northeast of the subject property.

Street System: The subject property borders 143rd Street East to the west, which is a paved, two-lane road. The City of Wichita Capital Improvement Program (CIP) 2007-2016, the Sedgwick County Capital Improvement Program 2008-2012 and the 2006 Transportation Improvement Program do not call for improvements adjacent to the proposed annexation site. Future improvements to 143rd Street East may be required as a condition of plat approval.

Public Safety: Fire services to this site can be provided by the City of Wichita within a seven (7) to eight (8) minute approximate response time from City Fire Station No. 6 and 38, located at 1010 North 143rd Street East. In addition, the City is currently in the process of designing a new Fire Station No. 20, which will be located at Kincaid and Greenwich Road. This new fire station would have about the same response time as Fire Station No. 6 and 38, but would serve as an additional resource to this area. Upon

annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 South Edgemoor.

Parks: The WB Harrison Park, a 40-acre park, located approximately 3 miles northwest of the subject property and contains 2 tennis courts, a softball diamond, a rugby field, a children's play area with 3 benches, a restroom, a paved 0.75 mile exercise/fitness trail, a fishing pond and two parking areas, one paved and one unpaved. The Towne Park, a 4-acre park, located 3 1/2 miles to the southwest of the subject property and contains a children's play area, a paved, exercise/fitness trail and a pond with a deck.

School District: The annexation property is part of the Unified School District 259 (Wichita School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$8,300 with a total assessed value of \$2,490. Using the current City levy (\$31.828/\$1000 x assessed valuation), this roughly yields \$78 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that 40 single-family homes will be developed in the next five years. The total appraised value of this development after completion is estimated at \$14,000,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$50,564 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the effective delivery of municipal services in support of urban growth and development.

Legal Considerations: On November 20, 2007, as per K.S.A. 12-520c, the City Council adopted Resolution No. 07-657 requesting the Sedgwick County Board of County Commissioners to make a finding that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other city located within the County. On December 19, 2007, the Board of County Commissioners adopted Resolution No. 278-07, finding that the proposed annexation by the City will not hinder or prevent proper growth and development of the area or that of any other incorporated city located in Sedgwick County. Therefore, the finding is favorable to the City, and the City Council can proceed to give first reading of an ordinance annexing the requested property into the City of Wichita.

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Wichita Airport Authority

SUBJECT: Host International – S. A. No. 5 – Restaurant and Concession Operations
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The current concession agreement between the Wichita Airport Authority and Host International, Inc. (“HMS Host”) to provide food, beverage, and news/gift shop services and concessions in the terminal building was entered into on February 5, 1990, and was extended by the Wichita Airport Authority on February 14, 2006 from April 30, 2006 to April 30, 2010.

Analysis: This supplemental agreement adds space to Host’s leasehold in the terminal building to construct a Bar and a Retail Wall Shop in the West Concourse. It also extends the term of the agreement through April 30, 2011. Effective May 1, 2011, the agreement may be automatically extended by the WAA in one-month intervals through the decommissioning of the current terminal building until December 31, 2011, unless Host consents to further extensions.

Financial Considerations: There are no financial impacts on the Airport with respect to costs; however, increased revenues are anticipated as a result of the improved concession sales expected to be generated by the new facilities, and through modification of the method by which the WAA’s share of liquor sales are calculated.

Goal Impact: The Airport’s contribution to the economic vitality of Wichita is promoted through initiating agreements which enhance services provided to the traveling public and allow the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Law Department has approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 5, and authorize the necessary signatures.

Attachments: Three original signature copies and 12 distribution copies of the supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 5

By and Between

THE WICHITA AIRPORT AUTHORITY

and

HOST INTERNATIONAL, INC.

for

Restaurant and Concession Operations
Terminal Building - Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 5 made and entered into this _____ by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and HOST INTERNATIONAL, INC., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated February 5, 1990, Supplemental Agreement No. 1 dated June 21, 1993, Supplemental Agreement No. 2 dated October 20, 1997, Supplemental No. 3 dated February 14, 2006, and Supplemental Agreement No. 4 dated September 19, 2006 for use of various facilities in the terminal building for the purpose of operating certain concessions in said terminal building; and

WHEREAS, the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 5 for the purpose of modifying the leased area and expanding its concession offerings to the public.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Premises

In addition to the Exhibits provided in the original Agreement, as amended by Supplemental Agreement Nos. 2 and 4, Lessor hereby leases to Lessee the areas reflected on Exhibits N and O, attached hereto and made a part hereof. Exhibit E, dated December 2, 1998, of the original Agreement is hereby deleted.

2.

Term

Paragraph 1, Term, of Supplemental Agreement 3, is hereby modified as follows:

The term of the Agreement ending April 30, 2006 shall be extended for a five-year period, commencing May 1, 2006 and terminating April 30, 2011. Effective May 1, 2011, this Agreement may be automatically extended by Lessor in one (1) month intervals through the decommissioning of the current terminal building, unless Lessor provides 30-day written notice to Lessee of its desire to terminate the Agreement; however, under no circumstances shall the month-to-month extensions go beyond December 31, 2011, unless Lessee consents to such further extensions. Notwithstanding, if there is an event beyond Lessee's control (such as a significant drop in enplaned passengers) that results in a financial hardship on Lessee, the Authority will make a good faith effort to work with Lessee to mitigate such financial hardship.

3.

**Liquor, Beer
& Wine Sales**

Paragraph 4 of the original Agreement shall be modified to delete the following reference:

2. Beer (3.2% alcohol) 12.5%

Percentage of beer sales shall be governed by Paragraph 4 of this Supplemental Agreement No. 5.

4.

Paragraph 5 of the original Agreement and Supplemental Agreement No. 2, Paragraph 3d. "Fees and Charges", paragraphs one and two, are hereby deleted in entirety and replaced with the following language:

It is understood that Lessee is granted permission to sell liquor, beer and wine within areas described on Exhibits B, H, L and N, and from time-to-time within the terminal

building in areas approved by Lessor which are not described in these exhibits. Such sales shall be reflected and included in the gross liquor, beer and wine sales by specific location.

Lessee agrees to pay Lessor, as rental during each Lease Year, the greater of the Minimum Rental or a Percentage Rental for liquor, wine and beer sales. For purposes of this section:

“Lease Year” shall mean the twelve-month period commencing January 1 of each year and ending the following December 31 during the term hereof.

“Minimum Rental” shall mean 85% of the rent actually paid during the previous Lease Year, provided that for the first Lease Year of this Supplemental Agreement, Minimum Rental shall be \$50,000.

“Percentage Rental” shall mean the percentage of gross liquor, beer and wine sales by Lessee during the Lease Year at Wichita Mid-Continent Airport, according to the following schedule:

Sales up to \$250,000 10%

Sales exceeding \$250,000 12%

Lessee shall pay to Lessor each and every month during the term of this Supplemental Agreement, on or before the fifth (5th) of every month, the Minimum Rental for the applicable Lease Year. Lessee shall prepare and forward to Lessor each month, not later than the 20th day of the month, a statement of gross sales for the preceding month of liquor, beer and wine. Lessee shall enclose with said statement of gross sales, payment of any rentals due as a result of the Percentage Rental computed upon the gross sales exceeding the Minimum Guarantee for said previous month. If the yearly audit of receipts provided by Lessee pursuant to Paragraph 11 of the original Agreement shows that the total rent paid by Lessee during said year exceeded the annual Minimum Rental, or the annual Percentage Rental, whichever is greater, then the amount of such overpayment shall be credited to the Minimum Rental next thereafter due from Lessee.

5.

It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as supplemented, shall remain in full force and effect.

**Other
Terms**

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____ By _____
Karen Sublett, City Clerk Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

HOST INTERNATIONAL, INC.

By _____ By _____
Title _____ Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT N

OFFICES

MEDIA ROOM
BAR

DOWN

IN

GATE 9

AREA = 1,017 SQ.FT.

39'-8"

24'-10"

**CLOSED
DOORWAY
NO BRIDGE**

GATE 10

TO TERMINAL ↓

GATE 9

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
11/7/07	H.G.O.	1" = 10'	1 of 1

GATE 7

GATE 8

TO TERMINAL ↑

DRINKING
FOUNTAIN

NMOD

NMOD

**RETAIL
WALL SPACE
354 SF.FT.**

39'-4"

9'

**SNACK
BAR**

W

WEST CONCOURSE

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
11/5/07	H.G.O.	1" = 10'	1 of 1

**City of Wichita
City Council Meeting
January 15, 2008**

TO: Wichita Airport Authority

SUBJECT: Wichita Mid-Continent Airport
Runway Shoulder and Blast Pad Rehabilitation
Change Order No. 1

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 20, 2007, the Wichita Airport Authority approved a contract with Vance Brothers for rehabilitation of Runway 1L-19R, 1R-19L and the south 3000' of Taxiway D shoulders and blast pads.

Analysis: A change order has been prepared to modify the contracted work and adjust quantities.

Financial Considerations: The change order amount of \$25,430.64 is a deduction from the original contracted amount of \$720,502.70, representing a reduction of approximately four percent.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through maintaining airfield pavements to serve the aviation community.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Five original signature copies and 12 distribution copies of the change order.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-53

CHANGE ORDER
No. 1

Dated 05 November 2007

Owner's Project No. FAA AIP No. 3-20-0088-53 City of Wichita No. 456-375

Project: Rehabilitation of Asphalt Shoulders and Blast Pads on Runways 1L-19R and 1R-19L, and Asphalt
Shoulders on Taxiway D (south 3300 LF)

Owner: The Wichita Airport Authority

Contractor: Vance Brothers, Inc. Contract Date: 20 March 2007

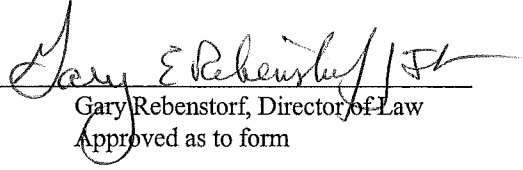
Contract For: Surfacing work includes crack repair and crack sealing, and sealing of the asphalt shoulders and blast pads on
Runways 1L-19R and 1R-19L, and the south 3300 LF of asphalt shoulders on Taxiway D at Wichita Mid-Continent Airport with
a latex modified asphalt emulsion slurry, except that blast pads on Runway 1R-19L will be milled and overlaid. Painting
runway blast pad markings, and taxiway and runway edge of pavement markings as may be damaged during the shoulder sealing
process.

To: Vance Brothers, Inc., Contractor
You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

Carl Brewer, President

Date: _____



Gary Rebenstorf, Director of Law
Approved as to form

Date: _____

Attest

Date: _____

Nature of Change:

- Adjust Final Field Measured Quantities.

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-53

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0000-53 Contract Price Prior to This Change Order	<u>\$ 593,390.00</u>
Non-FAA Participating Contract Price Prior to This Change Order	<u>\$ 127,112.70</u>
Total Contract Price Prior to This Change Order	<u>\$ 720,502.70</u>
3-20-0000-53 Net Increase Resulting from This Change Order	<u>\$ (23,843.34)</u>
Non-FAA Participating Net Increase Resulting from This Change Order	<u>\$ (1,587.30)</u>
Total Net Increase Resulting from This Change Order	<u>\$ (25,430.64)</u>
Current 3-20-0000-53 Contract Price Including This Change Order	<u>\$ 569,546.66</u>
Current Non-FAA Participating Contract Price Including This Change Order	<u>\$ 125,525.40</u>
Current Total Contract Price Including This Change Order	<u>\$ 695,072.06</u>
Phase I (RW 1L-19R) Contract Time Prior to This Change Order	<u>45</u> Calendar Days
Phase I (RW 1L-19R) Net Increase Resulting From This Change Order	<u>0</u> Calendar Days
Phase I (RW 1L-19R) Current Contract Time Including This Change Order	<u>45</u> Calendar Days
Phase II (RW 19L-1R) Contract Time Prior to This Change Order	<u>45</u> Calendar Days
Phase II (RW 19L-1R) Net Increase Resulting From This Change Order	<u>0</u> Calendar Days
Phase II (RW 19L-1R) Current Contract Time Including This Change Order	<u>45</u> Calendar Days
Blast Pad Painting (non-consecutive days) Prior to This Change Order	<u>4</u> Calendar Days
Blast Pad Painting Net Increase Resulting From This Change Order	<u>0</u> Calendar Days
Blast Pad Painting Current Contract Time Including This Change Order	<u>4</u> Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: 

Date: 08 DECEMBER 2007

The Above Changes Are Accepted:

Vance Brothers, Inc

Contractor

By: 

Date: 12-4-07

CHANGE ORDER # 1
FAA PROJECT # 3-20-0088-53

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

Adjustment of the current contract quantities to final field measured and/or calculated quantities. The modifications affected the following bid items:

GRANT NO. 3-20-0000-53 TOTALS

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>FINAL QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
4 Blast Pad Paint Removal	5,520	S.F.	\$ 0.85	6,083	563	\$ 478.55
5 Crack Sealing	33,200	L.F.	\$ 1.38	31,995	-1,205	\$ (1,662.90)
6 Crack Milling and Inlay	13,350	S.F.	\$ 8.20	13,372	22	\$ 180.40
7 Emulsified Asphalt for Tack	3,400	Gal.	\$ 2.48	1,569	-1,831	\$ (4,540.88)
8 Poly. Mod. Emulsified Asphalt for Fog Seal	12,000	Gal.	\$ 2.48	8,055	-3,945	\$ (9,783.60)
9 Poly. Mod. Emulsified Asphalt Slurry Seal	114,600	S.Y.	\$ 1.97	107,742	-6,858	\$ (13,510.26)
10 Wedge Mill (3/8" x 18")	4,800	L.F.	\$ 1.95	7,404	2,604	\$ 5,077.80
13 Pavement Painting	11,880	S.F.	\$ 0.85	11,783	-97	\$ (82.45)

GRANT NO. 3-20-0000-53 TOTALS

\$(23,843.34)

FAA NON-PARTICIPATING TOTALS

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>FINAL QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
11 Milling (2")	8,889	S.Y.	\$ 4.40	8,778	-111	\$ (488.40)
12 2" Asphalt Overlay (SC-1)	8,889	S.Y.	\$ 9.90	8,778	-111	\$ (1,098.90)

FAA NON-PARTICIPATING TOTALS

\$ (1,587.30)

CHANGE ORDER NO. 1 TOTALS

\$(25,430.64)

There are no changes in contract time due to this change order.